

FTC SUMMARY JUDGMENT EXHIBIT 35

**Declaration of FTC Investigator Elizabeth Kwok
Part 2: Attachment L—Attachment N, pages 328 - 412**

ATTACHMENT L

DDA/CD Boarding Sheet

PRODUCT

Module	DDA	Branch	3	Processor	Theresa C Pommerenk
Account Number	[REDACTED] 4953				
Product Type	Free Small Business Checking				
Ownership Type	Limited Liability Company		Tax Classification Code: Corporation		

ACCOUNT OWNERS

Richmond Capital Group, LLC	Tax ID Number	46-3986019
125 Maiden Lane Suite 501	Birth Date	
New York, NY 10005	Drivers License Number	

ACCOUNT INFORMATION

Date Opened	3/19/2015	Earnings Code	0
Maturity Date		Earnings Cycle	0
Opening Deposit	\$0.00	SC Code	0
Earnings Handling	0	SC Cycle	0
Earnings Rate			

DOCUMENTS PRINTED

Account Agreement	Account Information
Boarding Sheet	Resolution

COMMENTS.



NEW ACCOUNT CHECKLIST

Customer Name: Viceroy Capital Mgmt of Rich Cap. Account Number: [REDACTED] 4953
 Opened By: T. Pankhurst Date Opened: 3/19/15
 Verified By: [Signature] Date Verified: 3/27/15

	Completed	Verified
CIP VERIFICATION: (Complete for business and each authorized signer)		
• OFAC Check (print copy for file & forward copy to BSA dept. at end of month)	✓	✓
• ChexSystems (print copy for file & forward copy to BSA dept. at end of month)	✓	✓
• State Corporation Database Check (for Business accounts only - print copy for file & forward copy to BSA dept. at end of month)	✓	✓
• Credit Report (for Visa Debit Card & RDC requests only) (Credit Score: 650+ = Approved, 600-649 = Mgmt Approval, <600 = Declined)	N/A	N/A
DOCUMENTATION FROM CUSTOMER: (Required prior to account opening)		
BUSINESS ACCOUNTS:		
• Business Customer Information Form (ESB form – forward copy to BSA dept. at end of month)	✓	✓
• Business Account Application (ESB form – forward copy to BSA dept. at end of month)	✓	✓
• Transactor Form (ESB Form – only if applicable)	N/A	N/A
• Business Certificate or Articles of Incorporation (refer to Bus Doc chart)	✓	✓
• EIN Filing Receipt	✓	✓
• Driver's Licenses (for each authorized signer) – Scan into Verify	✓	✓
• Proof of Address (if different than Driver's License, i.e. Utility Bill)	N/A	N/A
PERSONAL ACCOUNTS:		
• Personal Account Application (ESB Form – forward copy to BSA dept. at end of month)	N/A	N/A
• Driver's Licenses (for each authorized signer) – Scan into Verify	✓	✓
• Proof of Address (if different than Driver's License, i.e. Utility Bill)	✓	✓
OPEN ACCOUNT IN DEPOSIT PLATFORM: (Generate Signature Card, Business Resolutions & Disclosures)		
• Verify CIF Record, Create if New Customer	✓	✓
• Open Deposit Account(s) & Print Forms	✓	✓
• Signature Cards (customers to sign) – Scan into Verify	✓	✓
• Business Resolution (for business accounts – customers to sign)	✓	✓
• Account Agreement & Disclosures (provide to customer)	✓	✓
ANCILLARY SERVICES:		
• Order Access Card: <input type="checkbox"/> Visa Debit Card <input type="checkbox"/> ATM Card	✓	N/A
• Internet Banking: (Submit to IT) <input type="checkbox"/> Without Bill Pay <input type="checkbox"/> With Bill Pay	✓	✓
• Cash Management: (Submit to IT) <input type="checkbox"/> Basic (Free) <input type="checkbox"/> Plus (\$20/mos)	✓	✓
• Order Checks	✓	✓
• Safe Deposit Box	N/A	N/A
• Investment Services (Send referral to Lotus)	✓	✓
• Remote Deposit Capture (Submit documentation package to Branch Admin. for approval)	✓	✓
• Merchant Services (Send referral to MDS)	✓	✓
AFTER ACCOUNT OPENING:		
• Send Welcome Letter	✓	✓
• Create Customer Folder	✓	✓
• Follow-up Call (Call within 14 days – Schedule on Outlook Calendar)	✓	✓

**ACCOUNT INFORMATION
CHECKING ACCOUNT**

Empire State Bnk-Staten Island
1361 North Railroad Avenue
Staten Island, New York 10306
(718)351-0590

ACCOUNT TITLE AND ADDRESS

Vicero Capital Group, LLC
125 Maiden Lane Suite 501
New York, NY 10005

ACCOUNT OPEN DATE	ACCOUNT NUMBER	OWNERSHIP TYPE	PRODUCT NAME	INITIAL DEPOSIT
March 19, 2015	[REDACTED] 4953	Limited Liability Company Tax Classification: Corporation	Free Small Business Checking	\$0.00

BUSINESS ENTITY INFORMATION

Name: Vicero Capital Group, LLC
Address: 125 Maiden Lane Suite 501
New York, NY 10005
Contact Name: Robert L Giardina
Contact Title: Member
Contact Phone: (718)494-2499
E-Mail Address: rgiardina@islandmutual.com

Business Filing State: NY
Entity Document: Filing Receipt
Last Filing Date: October 25, 2013
Date Established: October 25, 2013
Primary County/Location: Albany
Resolution Date: November 2, 2013
Business does not engage in Internet Gambling.

DEFINITIONS. "You," "your," and "account owner" refer to the Customer, whether or not there are one or more Customers named on the account, and the terms "we," "us," and "our" refer to the Bank, Empire State Bnk-Staten Island.

ACKNOWLEDGMENT. By signing this document, you acknowledge that you have opened the type of account designated above. The undersigned certify that all information provided to the Bank is true and accurate. As the account is in the name of a business entity, you acknowledge that you are acting on behalf of the business entity, and with respect to which you have legal authority to transact business. Your signature acknowledges the receipt of the appropriate Account Agreement for the type of account designated above and that you agree to be bound by the Account Agreement. You acknowledge that you have received a Funds Availability Policy Disclosure. You have also received a copy of our Privacy Policy, if one was not previously provided to you. All signers authorize this Bank to make inquiries from any consumer reporting agency, including a check protection service, in connection with this account.

1 Signer Required for Withdrawals

Richmond Capital Group, LLC

 3/19/15

By: Robert L Giardina
Its: Member

Date

Signer: Robert L Giardina
Address: [REDACTED]
Staten Island, NY 10314
Title/Capacity: Member

Tax ID Number: [REDACTED]
Date of Birth: [REDACTED]
Home Phone: [REDACTED]
Work Phone: (917)838-9162
Email Address: rgiardina@islandmutual.com

Identification Document
Drivers License: [REDACTED]
ID Issued By: NY
ID Issue Date: October 25, 2010
ID Expiration: October 25, 2018

TAXPAYER IDENTIFICATION NUMBER (T.I.N.) CERTIFICATION

46-3986019

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined in the instructions for the IRS Form W-9), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item **2** above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item **2** does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

Signature of U.S. person:

Exemptions (see IRS Form W-9 instructions):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

Robert L Giardina 3/20/18

Robert Giardina
Member

Date

FOR INSTITUTION USE.

Purpose of Account: checking
Source of Funds: ach
OFAC: Yes

**RESOLUTION
LIMITED LIABILITY COMPANY**

Empire State Bnk-Statens Island
1361 North Railroad Avenue
Staten Island, New York 10306
(718)351-0590

BUSINESS ENTITY NAME AND ADDRESS

Viceroy Capital Group, LLC
 125 Maiden Lane Suite 501
 New York, NY 10005

Initial Resolution.

DATE OF RESOLUTION	ACCOUNT NUMBER
March 19, 2015	Checking [REDACTED] 4953

By signing below, I certify to Empire State Bnk-Statens Island ("Financial Institution") that: I am the Manager, or authorized representative, as designated in the Operating Agreement, of the above named for profit Limited Liability Company ("Company"), validly organized and operating under the laws of the State of New York and filed at the Richmond on October 25, 2013; the following is a true and complete copy of the Resolution, properly adopted at a duly called meeting held on October 25, 2013 by a quorum of the Members as provided in the Articles or Certificate of organization or in the Operating Agreement; this Resolution is contained in the minutes of that meeting and that such Resolution is still in force and effect and has not been amended or rescinded, and was and still is in accordance with the By-Laws of the Company; the Financial Institution has been provided a true and complete copy of the Articles or Certificate of organization and the Operating Agreement as in effect as of the date of this Resolution; provided below are the correct names, titles, and genuine signatures of the persons authorized to exercise the powers provided in the Resolution ("Authorized Signers"); and the Financial Institution may rely upon my certification as to my authority to execute this Resolution and to make the representations in this Resolution.

IT IS RESOLVED:

The Authorized Signers shall possess the powers indicated as contained in this Resolution.

BORROW MONEY. As in their judgment, to borrow from time to time from this Financial Institution, on such terms as may be agreed upon between the Company and Financial Institution, such sum or sums of money without limitation.

Number of signers required: 1

EXECUTE NOTES. To execute and deliver to Financial Institution the promissory note(s), or other evidence of credit accommodations of the Company, on Financial Institution's forms, at such rates of interest and on such terms as may be agreed upon evidencing the sums of money so borrowed or any indebtedness of the Company to Financial Institution, and also to execute and deliver to Financial Institution one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

Number of signers required: 1

GRANT SECURITY. To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Financial Institution, as security for the payment of any loans or credit accommodations so obtained, any promissory notes so executed including any amendments to or modifications, renewals, and extensions of such promissory notes, or any other or further indebtedness of the Company to Financial Institution at any time owing, however the same may be evidenced, any property now or hereafter belonging to the Company or in which the Company now or hereafter may have an interest, including without limitation all real property and all personal property (tangible or intangible) of the Company. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated, or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated, or encumbered.

Number of signers required: 1

EXECUTE SECURITY DOCUMENTS. To execute and deliver to Financial Institution the forms of mortgage, deed of trust, pledge, agreement, hypothecation agreement, and other security agreements and financing statements which may be submitted by Financial Institution, and which shall evidence the terms and conditions under and pursuant to which liens and encumbrances, or any of them are given; and also to execute and deliver to Financial Institution any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which he or she may at his or her discretion deem reasonably necessary or proper in connection with or pertaining to the giving of liens and encumbrances. Notwithstanding the foregoing, the authorized person may execute, deliver, or record financing statements.

Number of signers required: 1

NEGOTIATE ITEMS. To draw, endorse, and discount with Financial Institution all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Company in which the Company may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the account of the Company with Financial Institution, or to cause such other disposition of the proceeds derived therefrom as he or she may deem advisable.

Number of signers required: 1

ADVANCE UNDER LINE OF CREDIT. In the case of lines of credit, to designate additional or alternative individuals as being authorized to request advances thereunder, and in all cases, to perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements, (including agreements waiving the right to a trial by jury) as they may in their discretion deem reasonably necessary or proper in order to carry into effect the provisions of these Resolutions. The person indicated herein is currently authorized to request advances and authorize payments under the line of credit until Financial Institution receives written notice or revocation of his/her authority.

Number of signers required: 1

GUARANTEE INDEBTEDNESS. To give the guarantee of this Company for the debts of the Guaranteed Borrower to Financial Institution, from time to time, on Financial Institution's forms and upon such terms as this Company, Guaranteed Borrower, and Financial Institution may deem necessary.

Number of signers required: 1

ENTER INTO LEASE AGREEMENTS. To enter into any form of personal property or fixture lease with Financial Institution, upon such terms as this Company and Financial Institution may agree.

Number of signers required: 1

- **Account Opening and Maintenance.** Open and maintain the Company account(s).

Number of signers required: 1

- **Make Deposits.** Make deposits to the Company account(s).

Number of signers required: 1

- **Endorsements.** Endorse for negotiation, negotiate, and receive the proceeds of any negotiable instrument, check, draft, or order for the payment of money payable to or belonging to the Company, by writing, stamp, or other means permitted by this Resolution without the designation of the person endorsing.

Number of signers required: 1

- **Make withdrawals.** Make withdrawals from the Company account(s) in any manner permitted by the account(s) regardless whether such action will create or increase an overdraft of the involved account.

Number of signers required: 1

- **Transfer Funds.** Transfer funds from the Company account(s) in Financial Institution to any account whether or not held at this Financial Institution and whether or not held by this Company and execute any agreements related to such transfers.

Number of signers required: 1

- **Approve, Endorse, Guarantee and Identify Payees.** Approve, endorse, guarantee, and identify the endorsement of any payee or any endorser of any negotiable instrument, check, draft or order for the payment of money whether drawn by the Company or anyone else and guarantee the payment of any negotiable instrument, check, draft, or order for the payment of money.

Number of signers required: 1

- **Delegate Authority.** Delegate to others the authority to approve, endorse, guarantee, and identify the endorsement of any payee or endorser on any negotiable instrument, check, draft, or order for the payment of money and to guarantee the payment of any such negotiable instrument, check, draft, or order for the payment of money.

Number of signers required: 1

SAFE DEPOSIT BOX. Lease a Safe Deposit Box(es) with Financial Institution, make inspections of, deposits to and removals from the Box(es), and exercise all rights and be subject to all responsibilities under the Lease.

Number of signers required: 1

NIGHT DEPOSITORY. Enter into a Night Depository Agreement with Financial Institution and exercise all rights and be subject to all responsibilities under the Agreement.

Number of signers required: 1

LOCKBOX. Enter into a Lockbox Agreement with Financial Institution and exercise all rights and be subject to all responsibilities under the Agreement.

Number of signers required: 1

DEBIT CARD/ACCESS CARD. Apply for, receive and utilize debit, automated teller machine cards, or other access devices to exercise those powers authorized by this Resolution or other Resolutions then in effect.

Number of signers required: 1

CASH MANAGEMENT. Enter into a Cash Management Agreement with Financial Institution, and exercise all rights and be subject to all responsibilities under the Agreement.

Number of signers required: 1

IT IS FURTHER RESOLVED THAT:

DESIGNATED DEPOSITORY. Financial Institution is designated as a depository for the funds of the Company and to provide other financial accommodations indicated in this Resolution.

AUTHORIZED SIGNER'S POWERS. Authorized Signers are authorized to make any and all other contracts, agreements, stipulations, and orders which the Authorized Signers may deem advisable for the effective exercise of their powers.

SIGNATURES. The Financial Institution shall be indemnified and held harmless by the Company for any claims, expenses, damages, or attorney fees resulting from the honoring of any signature, authorized by this Resolution, or refusing to honor any signature not so authorized, regardless of whether or not such signature was genuine, if such signature reasonably resembles the specimen provided to the Financial Institution. The Financial Institution shall also be permitted to rely upon non-signature security and verification codes which it provides to or receives from an Authorized Signer and shall be indemnified and held harmless by the Company for any claims, expenses, damages, or attorney fees resulting from their use.

IMPROPER ENDORSEMENT. Any negotiable instrument, check, draft or order for the payment of moneys not clearly endorsed by an Authorized Signer may be returned to the Company by the Financial Institution. The Financial Institution, in its sole discretion, alternatively may endorse on behalf of the Company any negotiable instrument, check, draft, or order for the payment of money not clearly endorsed in order to facilitate collection. Financial Institution shall have no liability for any delay in the presentment or return of any negotiable instrument, check, draft, or order for the payment of money which is not properly endorsed.

DISPOSITION OF FUNDS. When withdrawal or transfer powers are granted to an Authorized Signer, the Financial Institution is directed and authorized to act upon and honor withdrawal or transfer instructions issued and to honor, pay, transfer from, and charge to any depository account(s) of the Company, all negotiable instruments, checks, drafts, or orders for the payment of money so drawn when signed consistent with the Resolution without inquiring as to the disposition of the proceeds or the circumstances surrounding the issuance of the negotiable instrument, check, or order for the payment of money involved, whether such negotiable instruments, checks, drafts, or orders for the payment of money are payable to the order of, or endorsed or negotiated by any Authorized Signer signing them or any Authorized Signer in their individual capacities or not, and whether they are deposited to the individual credit of or tendered in payment of the individual obligation or account of any Authorized Signer signing them or of any other Authorized Signer.

PRIOR ENDORSEMENTS. All negotiable instruments, checks, drafts, or orders for the payment of money deposited with prior endorsements are guaranteed by the Company.

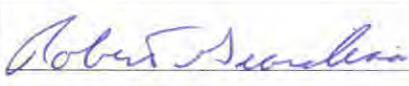
PRE-RESOLUTION TRANSACTIONS. All actions by Authorized Signers in accordance with this Resolution but before the adoption of this Resolution are approved, ratified, adopted, and confirmed by the Company.

WARRANTY. That the Financial Institution may rely upon the certification as to the Company authority to execute this Resolution and make the representations in this Resolution.

NOTIFICATION OF CHANGES. The Company shall notify Financial Institution in writing at its address shown above in advance of any changes which would affect the validity of any matter certified in this Resolution.

REVOCATION AND MODIFICATION. An act ("Act") to modify, terminate, amend or replace this Resolution will not immediately affect the ability of the Financial Institution to rely upon this Resolution. The Act shall not affect any action by the Financial Institution in reliance on this Resolution before the date the Act becomes effective as set forth in the next sentence. An Act will not become effective until all of the following occur: (a) Financial Institution receives written notification of the Act in a form and substance satisfactory to the Financial Institution and (b) the Financial Institution has had a reasonable period of time to act upon such notification. Until the Act is effective, this Resolution shall remain in full force and bind the Company, its legal representatives, heirs, successors and assigns.

DESIGNATION OF AUTHORIZED SIGNERS

NAME/TITLE/SIGNATURE	AUTHORITY CODE/LIMITATIONS
 <div style="display: flex; justify-content: space-between;"> <div data-bbox="121 1570 324 1659">Robert L. Giardina Member</div> <div data-bbox="698 1480 852 1606">3/19/15 Date</div> </div>	Borrow Money; Execute Notes; Grant Security; Execute Security; Negotiate Items; LOC Advances; Guarantee Indebtedness; Lease Agreements; Account Opening and Maintenance; Lease Safe; Night Depository; Lockbox; Debit Card/Access Card; Cash Management; Make Deposits; Endorsements; Make Withdrawals; Transfer Funds; Approve, Endorse, Guarantee and Identify Payees; Delegate Authority

CERTIFICATION. I certify that the foregoing are the names, titles, and genuine signatures of the authorized signers of the Company authorized by the Resolution.

IN WITNESS WHEREOF, I have subscribed my name on the date shown below.

Robert L Giardina 3/19/15

Robert L Giardina
Member

Date



BUSINESS ACCOUNT APPLICATION

INSTRUCTIONS: Type or print form. All information is required. Provide documentation evidencing business entity (i.e. business certificate, articles of incorporation, etc.) and copies of identification for each authorized signer.

Account Number: [REDACTED] 4953

BUSINESS INFORMATION:

Legal Business Name: Viceroy Capital Funding LLC d/b/a of Richmond Capital Group LLC

Account Title: Operating

Business Type: ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Non-Profit ☒ LLC ☐ LLP
☐ Other: _____

TIN: 46-3986019 **TIN Type:** ☐ SSN ☒ EIN **Date Organized:** 10/25/2015

Physical Address: 125 Maiden Lane Ste 501

Mailing Address: 1303 Grove Road SI NY 10301 NY NY 10005

Phone No: 917 838-9162 **Fax No:** _____ **E-mail:** rgiardina@richmondcapitalgroup.com

I / We would like to enroll in ESB's Free Internet Banking: * ☐ Without Bill Pay ☐ With Free Bill Pay

* By indicating enrollment in Internet Banking and by signing below, I/we acknowledge receipt of the Internet and PC Banking Agreement for Personal & Commercial Accounts. I/We have read and understand it and agree to, and will comply with all of the terms and conditions set forth in it.

AUTHORIZED SIGNERS INFORMATION:

Name: Robert Giardina **Title:** Member

SSN: [REDACTED] **DOB:** [REDACTED] **Mother's Maiden Name:** [REDACTED]

Physical Address: _____

Mailing Address: _____ SI NY 10314

Home Phone No: [REDACTED] **Work Phone No:** _____ **Ext:** _____

Cell Phone No: [REDACTED] **E-mail Address:** _____

Driver's License No: [REDACTED] **State:** NY **Issued:** 10/25/10 **Expires:** 10/25/18

I would like to apply for a Business Visa Debit Card: ** ☐ Yes ☐ No

** By selecting Yes to apply for a Business Visa Debit Card and by signing below, I authorize Empire State Bank to obtain a copy of my credit report to process my application. I understand that in order to qualify, I must meet the Bank's guidelines for approval. I acknowledge receipt of the Visa Debit Card disclosure and the Bank's Electronic Funds Transfer disclosure, and agree to and will comply with all of the terms and conditions set forth in it.

Authorized Signer's Signature: X Robert Giardina **Date:** 03/19/2015

Name: _____ **Title:** _____

SSN: _____ **DOB:** _____ **Mother's Maiden Name:** _____

Physical Address: _____

Mailing Address: _____

Home Phone No: _____ **Work Phone No:** _____ **Ext:** _____

Cell Phone No: _____ **E-mail Address:** _____

Driver's License No: _____ **State:** _____ **Issued:** _____ **Expires:** _____

I would like to apply for a Business Visa Debit Card: ** ☐ Yes ☐ No

** By selecting Yes to apply for a Business Visa Debit Card and by signing below, I authorize Empire State Bank to obtain a copy of my credit report to process my application. I understand that in order to qualify, I must meet the Bank's guidelines for approval. I acknowledge receipt of the Visa Debit Card disclosure and the Bank's Electronic Funds Transfer disclosure, and agree to and will comply with all of the terms and conditions set forth in it.

Authorized Signer's Signature: X **Date:** _____



BUSINESS ACCOUNT APPLICATION

BUSINESS INFORMATION:

Legal Business Name: Viceroy Capital Funding d/b/a of Richmond Capital Group LLC

Account Title: _____

AUTHORIZED SIGNERS INFORMATION:

Name: _____ **Title:** _____

SSN: _____ **DOB:** _____ **Mother's Maiden Name:** _____

Physical Address: _____

Mailing Address: _____

Home Phone No: _____ **Work Phone No:** _____ **Ext:** _____

Cell Phone No: _____ **E-mail Address:** _____

Driver's License No: _____ **State:** _____ **Issued:** _____ **Expires:** _____

I would like to apply for a Business Visa Debit Card: ** ☐ Yes ☐ No

** By selecting Yes to apply for a Business Visa Debit Card and by signing below, I authorize Empire State Bank to obtain a copy of my credit report to process my application. I understand that in order to qualify, I must meet the Bank's guidelines for approval. I acknowledge receipt of the Visa Debit Card disclosure and the Bank's Electronic Funds Transfer disclosure, and agree to and will comply with all of the terms and conditions set forth in it.

Authorized Signer's Signature: X **Date:** _____

Name: _____ **Title:** _____

SSN: _____ **DOB:** _____ **Mother's Maiden Name:** _____

Physical Address: _____

Mailing Address: _____

Home Phone No: _____ **Work Phone No:** _____ **Ext:** _____

Cell Phone No: _____ **E-mail Address:** _____

Driver's License No: _____ **State:** _____ **Issued:** _____ **Expires:** _____

I would like to apply for a Business Visa Debit Card: ☐ Yes ☐ No

** By selecting Yes to apply for a Business Visa Debit Card and by signing below, I authorize Empire State Bank to obtain a copy of my credit report to process my application. I understand that in order to qualify, I must meet the Bank's guidelines for approval. I acknowledge receipt of the Visa Debit Card disclosure and the Bank's Electronic Funds Transfer disclosure, and agree to and will comply with all of the terms and conditions set forth in it.

Authorized Signer's Signature: X **Date:** _____

Bank Use Only

Services Provided: ☐ Visa Debit Card ☐ ATM Card ☒ Internet Banking ☐ Bill Pay ☐ Telephone Banking
☒ Cash Management ☒ RDC ☐ Checks – Style/Color: _____

Account No: 953 **Opening Deposit:** \$ _____ **Source of Funds:** ach

ID Verification: ☒ OFAC ☒ ChexSystems ☒ Copy of Identification ☒ NYS Corp Database ☐ Other: _____

Referred By: J Sarno **Date Received:** 03/19/2015

Opened By: T Pommerenk **Date Opened:** 03/19/2015

Reviewed By: _____ **Date Reviewed:** _____

**BUSINESS CUSTOMER INFORMATION FORM**

INSTRUCTIONS: Form is to be completed by CSR and forwarded to the BSA Dept. along with State Corporate Filing Database Check.

R. en Capital Funding

Legal Business Name: Viceroy Capital Funding

Account Number(s): [REDACTED] 4953

TIN: 46-3986019

Address: 1303 Clove Road, SI NY 10310

(Street Address)

(City)

(State)

(Zip)

Source of Funds: ach

NAICS Code:

Type of Business: Check the appropriate business type:

- | | | | |
|---|--|---|--|
| <input type="checkbox"/> Gas Station | <input type="checkbox"/> Convenience Store | <input type="checkbox"/> Lawyer / Accountant | <input type="checkbox"/> Liquor Store |
| <input type="checkbox"/> Parking Garage | <input type="checkbox"/> Jewel, Gem Dealer | <input type="checkbox"/> Used Car Dealer | <input type="checkbox"/> Private ATM Owner |
| <input type="checkbox"/> Restaurant and/or Bar | <input type="checkbox"/> Retail Store | <input type="checkbox"/> Vending Machine Operator | <input type="checkbox"/> Pawn Broker |
| <input type="checkbox"/> Import / Export Business | <input type="checkbox"/> Fast Food | <input type="checkbox"/> Cigarette Distributor | |

If not listed above, indicate type of business activity:

Type of Entity:

- | | |
|---|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Non-Profit | <input type="checkbox"/> Sole Proprietorship |
| <input checked="" type="checkbox"/> Limited Liability Corporation (LLC) | |
| <input type="checkbox"/> Limited Liability Partnership (LLP) | |

How long in business?

- | |
|---|
| <input type="checkbox"/> Less than 2 years |
| <input checked="" type="checkbox"/> 3-5 years |
| <input type="checkbox"/> 5-10 years |
| <input type="checkbox"/> 10+ years |

Purpose of Account:

- | | |
|---|----------------------------------|
| <input checked="" type="checkbox"/> Operating | <input type="checkbox"/> Payroll |
| <input type="checkbox"/> Trust | <input type="checkbox"/> IOLA |
| <input type="checkbox"/> Savings | |
| <input type="checkbox"/> Other: | |

Monthly Anticipated Activity: Check all of the following transactions that will be conducted by the business and list the **number of transactions expected per month** and the expected **average dollar amount of transactions**.

<input checked="" type="checkbox"/> Cash Deposits	#:	n/a	Amt:	\$ n/a	
<input checked="" type="checkbox"/> Cash Withdrawals	#:	n/a	Amt:	\$ n/a	
<input checked="" type="checkbox"/> Check Deposits	#:	n/a	Amt:	\$ n/a	
<input checked="" type="checkbox"/> Check Withdrawals	#:	n/a	Amt:	\$ n/a	
<input checked="" type="checkbox"/> Currency Exchanges	#:	n/a	Amt:	\$ n/a	
<input checked="" type="checkbox"/> Debit Card Transactions	#:	n/a	Amt:	\$ n/a	
<input checked="" type="checkbox"/> ATM Transactions	#:	n/a	Amt:	\$ n/a	
<input checked="" type="checkbox"/> Domestic Outgoing Wires	#:	n/a	Amt:	\$ n/a	
<input checked="" type="checkbox"/> Domestic Incoming Wires	#:	n/a	Amt:	\$ n/a	
<input checked="" type="checkbox"/> International Outgoing Wires	#:	n/a	Amt:	\$ n/a	Country(s): n/a
<input checked="" type="checkbox"/> International Incoming Wires	#:	n/a	Amt:	\$ n/a	Country(s): n/a
<input checked="" type="checkbox"/> Domestic ACH Deposits	#:	n/a	Amt:	\$ n/a	
<input checked="" type="checkbox"/> Domestic ACH Payments	#:	n/a	Amt:	\$ n/a	
<input checked="" type="checkbox"/> International ACH Deposits	#:	n/a	Amt:	\$ n/a	Country(s): n/a
<input checked="" type="checkbox"/> International ACH Payments	#:	n/a	Amt:	\$ n/a	Country(s): n/a
<input checked="" type="checkbox"/> Purchase of Monetary Instruments	#:	n/a	Amt:	\$ n/a	

Check if box is involved in any of the following activities: (check all that apply)

- | | | |
|---|---|---|
| <input type="checkbox"/> ATM on site | <input type="checkbox"/> Issuer of Money Orders | <input type="checkbox"/> Issuer of Stored Value Cards |
| <input type="checkbox"/> Issuer / Seller of Traveler's Checks | <input type="checkbox"/> Seller of Money Orders | <input type="checkbox"/> Seller of Stored Value Cards |
| <input type="checkbox"/> Redeemer of Traveler's Checks | <input type="checkbox"/> Redeemer of Money Orders | <input type="checkbox"/> Redeemer of Stored Value Cards |
| <input type="checkbox"/> Currency Dealer or Exchanger | <input type="checkbox"/> Check Cashier | <input type="checkbox"/> Money Transmitter |
| <input type="checkbox"/> Operates an Internet Gambling site -
If yes, is site licensed? <input type="checkbox"/> Yes <input type="checkbox"/> No | Documentation Received: | <input type="checkbox"/> Government Letter |
| | | <input type="checkbox"/> Notification from Treasurer |

If you checked any of the above, does the business engage in transactions greater than \$1,000 for any one person on any one day? ☐ Yes ☐ No

If the answer is yes, has the business registered with FinCEN as a Money Service Bureau? The business must provide the Bank with a copy of the registration/license or the Bank must verify the registration on FinCen's website. If you check any of the above, send a copy of this form along with the signature card and any registrations and licenses to the Bank's BSA Officer.

Completed By:

CIP Inputted By (BSA Dept.):

Date Completed:

Date CIP Inputted:

PX35 - 339

9/25/13

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through March 19, 2015.

Selected Entity Name: VICEROY CAPITAL FUNDING INC

Selected Entity Status Information

Current Entity Name: VICEROY CAPITAL FUNDING INC

DOS ID #: 4728243

Initial DOS Filing Date: MARCH 19, 2015

County: NEW YORK

Jurisdiction: NEW YORK

Entity Type: DOMESTIC BUSINESS CORPORATION

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

VICEROY CAPITAL FUNDING INC
40 WALL STREET
28TH FLOOR
NEW YORK, NEW YORK, 10005

Registered Agent

NONE

This office does not record information regarding the names and addresses of officers, shareholders or directors of nonprofessional corporations except the chief executive officer, if provided, which would be listed above. Professional corporations must include the name(s) and address(es) of the initial officers, directors, and shareholders in the initial certificate of incorporation, however this information is not recorded and only available by viewing the certificate.

*Stock Information

# of Shares	Type of Stock	\$ Value per Share
200	No Par Value	

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
MAR 19, 2015	Actual	VICEROY CAPITAL FUNDING INC

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through March 18, 2015.

Selected Entity Name: RICHMOND CAPITAL GROUP, LLC

Selected Entity Status Information

Current Entity Name: RICHMOND CAPITAL GROUP, LLC

DOS ID #: 4477963

Initial DOS Filing Date: OCTOBER 25, 2013

County: NEW YORK

Jurisdiction: NEW YORK

Entity Type: DOMESTIC LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

D/B/A Viceroy Capital Trust

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

LAWRENCE P. GIARDINA, ESQ.

8212 THIRD AVENUE

BROOKLYN, NEW YORK, 11209

Registered Agent

NONE

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this

information is not recorded and only available by
[viewing the certificate.](#)

***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
No Information Available		

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
OCT 25, 2013	Actual	RICHMOND CAPITAL GROUP, LLC

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

ALBANY, NY 12231-0001

FILING RECEIPT

=====

ENTITY NAME : RICHMOND CAPITAL GROUP, LLC

DOCUMENT TYPE : ASSUMED NAME LTD LIABILITY CO

=====

FILER:

FILED: 03/17/2015

CASH#: 345562

FILM#: 20150317067

LAWRENCE P GIARDINA ESQ
8212 THIRD AVE

BROOKLYN NY 11209

PRINCIPAL LOCATION

TRUMP BLDG 40 WALL ST
28TH FL
NEW YORK
NY 10005-1304

COMMENT:

ASSUMED NAME

VICEROY CAPITAL FUNDING



=====

SERVICE COMPANY : GERALD WEINBERG, INC.

CODE: 14

BOX : 47

FEES 60.00

FILING : 25.00
COUNTY : .00
COPIES : 10.00
MISC : .00
HANDLE : 25.00

PAYMENTS: 60.00

CASH :
CHECK : 60.00
C CARD :

REFUND :

=====

DO3HD108

DOS-281 (04/2007)

EMPIRE STATE BANK

NEW ACCOUNT MANAGER

Search Criteria:

New Account Full Name: Viceroy Capital Funding a d/b/a of richmond capital group LLC
Address: 125 Maiden Lane Ste 501
City: New York NY 10005
Country: US
Tax ID: 463986019
Method of Identification:
Identification Number:
Issue By:
Remark:

Relationship: PRIMARY ACCOUNT HOLDER
Chosen Relative Correlation: 95 %
Entry Date: 03/27/2015

Data To Be Checked :	Y/N	Last Updated
Check Name Against OFAC List?	Y	03/25/2015
Check Name Against Denied Person List?	Y	03/26/2015
Check Against High Risk/Restricted Country List?	Y	
Check Name Against Special List?	Y	
Check Against PEP List?	Y	02/18/2015
Check Name Against OFAC NSDN List?	Y	04/13/2006
Check Name Against Terrorist Exclusion List?	Y	10/02/2006
Check Name Against List of Designated Foreign Terrorist Organizations?	Y	12/18/2014
Check Name Against List of Designated Charities and Potential Fundraising Front Organizations for FTOs?	Y	11/06/2014
Check Name Against Section 311 - Special Measures List?	Y	03/10/2015

Name Match Result: [NAME MATCH FOUND] << NO COUNTRY MATCH FOUND >>

Match Name/Country	Match Type	RC	Source	False Positive	Reason
AL-QAIDA GROUP OF JIHAD IN THE LAND OF THE TWO RIVERS	Key Phrase	-	OFAC ALT	N/A	N/A
ISLAMIC JIHAD GROUP OF UZBEKISTAN	Key Phrase	-	OFAC ALT	N/A	N/A
BORISAT WI. A. FRUT CHAMKAT	Key Phrase	-	OFAC ALT	N/A	N/A
D COMPANY	Key Phrase	-	OFAC ALT	N/A	N/A
ALAQEEL, Aqeel Abdulaziz A.	Key Phrase	-	OFAC ALT	N/A	N/A
AL-KHOSHIBAN, Fahad Muhammad A.	Key Phrase	-	OFAC ALT	N/A	N/A
AL-KHOSHIBAN, Fahad Mohammad A.	Key Phrase	-	OFAC ALT	N/A	N/A
ALTALHI, Abdulrheem Hammad A	Key Phrase	-	OFAC ALT	N/A	N/A

EMPIRE STATE BANK

NEW ACCOUNT MANAGER

02/25/2015
2:38:21PM

Search Criteria:

New Account Full Name: Robert L Giardina
 Address: [REDACTED]
 City: Staten Island
 Country:
 Tax ID: [REDACTED]
 Method of Identification: Driver's License/State ID
 Identification Number: [REDACTED]
 Issue By:
 Remark:

Relationship: PRIMARY ACCOUNT HOLDER
 Chosen Relative Correlation: 95 %
 Entry Date: 02/25/2015

Data To Be Checked:	Y/N	Last Updated
Check Name Against OFAC List?	Y	02/24/2015
Check Name Against Denied Person List?	Y	02/23/2015
Check Against High Risk/Restricted Country List?	Y	
Check Name Against Special List?	Y	
Check Against PEP List?	Y	02/18/2015
Check Name Against OFAC NSDN List?	Y	04/13/2006
Check Name Against Terrorist Exclusion List?	Y	10/02/2006
Check Name Against List of Designated Foreign Terrorist Organizations?	Y	08/20/2014
Check Name Against List of Designated Charities and Potential Fundraising Front Organizations for FTOs?	Y	09/24/2014
Check Name Against Section 311 - Special Measures List?	Y	05/28/2013

Name Match Result: << NO NAME MATCH FOUND >> << NO COUNTRY MATCH FOUND >>

Match Name/Country	Match Type	RC	Source	False Positive	Reason
--------------------	------------	----	--------	----------------	--------

Important Business Report Information

The data provided in this report does not constitute a consumer report and is not governed by the rules set forth in the federal Fair Credit Reporting Act (FCRA). The data provided in this report may not be used in connection with taking any form of adverse action against an individual consumer or making any pre-approved offers of credit. The data provided in this report may only be used in connection with a legitimate business transaction that was initiated by an authorized representative of the business entity that is the subject of the report. The report may not be used for any other purposes.

EMPIRE STATE BANK STATEN ISLAND OFFICE

Business

Business Information (As Entered)

Viceroy Capital Funding LLC
LIMITED LIABILITY COMPANY (LLC) 04
125 Maiden Lane
New York, NY 10005

Federal Tax ID: 46-3986019

Country:

Non FCRA

Identification Information

Federal Tax Id & Business Name Match: No

ChexSystems® History

Total Closures:	0	Total Purchased Debt:	0
Disputed:	0	Disputed:	0
Paid:	0	Paid:	0
Unpaid:	0	Unpaid:	0
Partially Paid:	0	Partially Paid:	0
Sold:	0	Sold:	0

Closure Details

No Closures Found

Purchased Debt Details

No Purchased Debt Found

Inquiry Details

Total Number of Inquiries: 1

Number of Inquiring
FI's: 1

Inquiry Date	Business Name	Inquirer Name
11/02/2013	RICHMOND CAPITAL GROUP LLC	EMPIRE STATE BANK

Inquiry Details 1 of 1

Inquiry Date: 11/02/2013 Inquiry ID: 624194301

INQUIRY PERFORMED BY
EMPIRE STATE BANK

BUSINESS INQUIRED UPON
46-3986019

MAIN OFFICE
68 NORTH PLANK ROAD
NEWBURGH, NY 12550

RICHMOND CAPITAL GROUP LLC
04 LIMITED LIABILITY COMPANY (LLC)
125 MAIDEN LN
NEW YORK, NY 10038-4912

Inquiry ID
695370564

Reference Detail
Transaction Tracking ID: 1427478844671:3071:PHXID068_P1:

Important Consumer Report Information

This consumer data is being furnished in connection with a business transaction initiated by the consumer, and/or in accordance with the written instructions of the consumer, to whom the information relates. The consumer data may be viewed or printed for no other purpose. Therefore, this consumer data may not be viewed or printed in connection with making pre-approved (prescreen) firm offers of credit.

EMPIRE STATE BANK STATEN ISLAND OFFICE

Consumer

Consumer Information (As Entered)

Robert L Giardina

SSN/ITIN:

Staten Island, NY 10314

DL#:

DL State: NY

Home Phone:

Country: United States

Account Actions

Action: ACCEPT

Recommended Actions: OPEN ACCOUNT

Non FCRA

Identification Information

SSN Validation: BECAME AVAILABLE FOR ISSUANCE IN 1977 IN NY SSN:Y

DL Format: VALID DRIVERS LICENSE FORMAT

ChexSystems® History

Total Closures:	0	Total Purchased Debt:	0
Disputed:	0	Disputed:	0
Paid:	0	Paid:	0
Unpaid:	0	Unpaid:	0
Partially Paid:	0	Partially Paid:	0
Sold:	0	Sold:	0

Retail: NOTE * THERE IS NO RETAIL INDICATOR

Closure Details

No Closures Found

Purchased Debt Details

No Purchased Debt Found

Inquiry Details

Total Number of Inquiries: 3

Number of
Inquiring FI's: 2

Inquiry Date	Consumer Name	Inquirer Name
01/02/2015	ROBERT L GIARDINA	EMPIRE STATE BANK
10/16/2013	ROBERT L GIARDINA	EMPIRE STATE BANK
03/15/2012	ROBERT L GIARDINA	EMPIRE STATE BANK

Inquiry Details 1 of 3

Inquiry Date: 01/02/2015

Inquiry ID: 682251531

INQUIRY PERFORMED BY
EMPIRE STATE BANK
STATEN ISLAND OFFICE
1361 NORTH RAILROAD AVE
STATEN ISLAND, NY 10306

CONSUMER INQUIRED UPON
[REDACTED]
ROBERT L GIARDINA
[REDACTED]
STATEN ISLAND, NY 10314-6923

Inquiry Details 2 of 3

Inquiry Date: 10/16/2013

Inquiry ID: 621719378

INQUIRY PERFORMED BY
EMPIRE STATE BANK
MAIN OFFICE
68 NORTH PLANK ROAD
NEWBURGH, NY 12550

CONSUMER INQUIRED UPON
[REDACTED]
ROBERT L GIARDINA
[REDACTED]
STATEN ISLAND, NY 10314-6923

Inquiry Details 3 of 3

Inquiry Date: 03/15/2012

Inquiry ID: 533631565

INQUIRY PERFORMED BY
EMPIRE STATE BANK
MAIN OFFICE
68 NORTH PLANK ROAD
NEWBURGH, NY 12550

CONSUMER INQUIRED UPON
[REDACTED]
ROBERT L GIARDINA
[REDACTED]
STATEN ISLAND, NY 10314-6923

Inquiry ID

690367368

Reference Detail

Debit Bureau
Reference#: 15BP49619768
Transaction Tracking
ID: 1424893619692:16395:PHXID068_P1:





Dear Valued Customer:

Thank you for opening an account with Empire State Bank. We are glad to have you as a customer and look forward to serving your financial needs.

Empire State Bank prides itself on providing excellent customer service and offering a comprehensive selection of products and services. We appreciate your business and look forward to the opportunity to help you build your empire!

If you should have any questions, please feel free to contact me at 718 351-0590.

Sincerely,

Theresa Pommerenk

Branch Manager
Empire State Bank

ATTACHMENT M

BOARDING DATA ACCOUNT SUMMARY

The information contained on this form is for the Financial Institution's use only.

June 15, 2016

**Account
Holder:**

Richmond Capital Group LLC d/b/a RAM Capital
Funding
125 Maiden Ln Ste 501
New York, NY 10005

**Financial
Institution:**

Empire State Bank
Brooklyn
8701 3rd Avenue
Brooklyn, NY 11209

Reporting TIN: 46-3986019
Business Phone: (917) 838-9162
CIF Number: 5374

Backup Withholding Status: Customer is not subject to Backup Withholding

Account Information

Product Category: Checking; Non-Interest Checking
Account Number: [REDACTED] 8046
Opening Date: 06-15-2016

Product Name: Free Small Business Checking

Account Purpose: Non Consumer
Service Charge:

Funds Source	Amount	Existing Funds
Cash Back		
Opening Deposit		

Marketing Category: Existing Customer

**NEW ACCOUNT CHECKLIST**

Customer Name:

Rich Cap Group/Ram Cap. Co.

Account Number:

3046

Opened By:

T. Pomeroy

Date Opened:

6/15/16

Verified By:

Kathie DeLuca

Date Verified:

7/8/16

* Items highlighted in yellow are to be scanned for CIP folder. Keep in order of checklist using checklist as coversheet.

Completed

Verified

CIP VERIFICATION:

(Complete for business and each authorized signer)

- OFAC Check *
- ChexSystems *
- State Corporation Database Check * (for Business accounts only - print copy for file)
- Credit Report (for RDC requests only)
- Customer Information Profile * (DepositPro form)
- Boarding Data Account Summary (DepositPro form)

DOCUMENTATION FROM CUSTOMER:

(Required prior to account opening)

BUSINESS ACCOUNTS:

- Business Customer Information Form * (ESB form)
- Business Signature Card (DepositPro form)
- Business Certificate or Articles of Incorporation * (refer to Bus Doc chart)
- EIN Filing Receipt *
- Driver's Licenses (for each authorized signer) – Scan into AVCM
- Proof of Address (if different than Driver's License, i.e. Utility Bill)

PERSONAL ACCOUNTS:

- Personal Signature Card (DepositPro Form)
- Driver's Licenses (for each authorized signer) – Scan into AVCM
- Proof of Address (if different than Driver's License, i.e. Utility Bill)

OPEN ACCOUNT IN DEPOSITPRO:

(Generate Signature Card, Business Resolutions & Disclosures)

- Verify CIF Record, Create if New Customer (NOTE: Ensure that Occupation is completed on all individuals on an account.)
- Open Deposit Account(s) & Print Forms
 - Signature Cards (customers to sign) – Scan into AVCM
 - Business Resolution (for business accounts – customers to sign)
 - Account Agreement & Disclosures (provide to customer)

ANCILLARY SERVICES:

- Order Visa Debit Card: (Combined ATM/POS/Debit Card Request form from DepositPro)
- Internet Banking: ☐ Without Bill Pay ☐ With Bill Pay
- Cash Management: (Submit to IT) ☐ Basic (Free) ☐ Plus (\$20/mos)
- Order Checks
- Safe Deposit Box
- Investment Services (Send referral to Lotus)
- Remote Deposit Capture (Submit documentation package to Branch Admin. for approval)
- Merchant Services (Send referral to MDS)

AFTER ACCOUNT OPENING:

- Send Welcome Letter
- On-Site Business Inspection Form (ESB Form – only if applicable)
- ATM Risk Assessment – Site Survey (ESB Form – completed for customers who have on-site ATMs)
- Create Customer Folder
- Follow-up Call (Call within 14 days – Schedule on Outlook Calendar)

Empire State Bank

3046

Account Purpose: Non Consumer

Account Holder Name(s): Richmond Capital Group LLC and its Affiliates
Capital Funding

Reporting SSN/TIN: 46-3986019

Mailing Address: 125 Maiden Ln Ste 501, New York, NY 10005

Street Location: 125 Maiden Ln Ste 501, New York, NY 10005

Telephone Number: Work #: (917) 838-9162

Number of Signatures Required: 1 CIF Number: 5374

ACCOUNT TYPE		ACCOUNT NUMBER	
Free Small Business Checking		3046	
Date Opened 06-15-16	Date Revised	Opened By TPOMMERENK	Verified By ChexSystems

BUSINESS TYPE: Limited Liability Company

Signatures of Authorized Individuals. This Agreement is subject to all terms below.

Robert Giardina

X

Robert L Giardina, Member of Richmond Capital Group LLC

The authorized Agent(s) signing above agree(s), that the Account Holder's Account(s) will be governed by the terms set forth in the Deposit Account Agreement and Disclosure, the Time Certificate of Deposit or Confirmation of Time Deposit Agreement (if applicable), the Rate and Fee Schedule, the Funds Availability Policy Disclosure, the Substitute Check Policy Disclosure, the Electronic Funds Transfer Agreement and Disclosure, (if applicable), and acknowledge receipt of our privacy policy (if applicable), as amended by the Financial Institution from time to time. The authorized Agent(s) also acknowledge that they have received at least one copy of these deposit account documents.

TIN/BACKUP WITHHOLDING

Reporting TIN: 46-3986019

Important: Under penalties of perjury, I certify that 1) the number shown above is the Limited Liability Company's correct taxpayer identification number, 2) I am a U.S. citizen or other U.S. person (defined in the instructions), 3) I am exempt from reporting under the Foreign Account Tax Compliance Act (FATCA), and 4) that (check appropriate box):

☒ The Limited Liability Company is not subject to backup withholding, because the Limited Liability Company is exempt from backup withholding, or because the Limited Liability Company has not been notified by the IRS that the Limited Liability Company is subject to backup withholding as a result of failure to report all interest or dividends, or because the IRS has notified the Limited Liability Company that the Limited Liability Company is no longer subject to backup withholding.

☐ The Limited Liability Company is subject to backup withholding.

Signature of Authorized Individual: X Robert Giardina

6/15/16
Date

The following information may be used to further identify individual(s) for telephone instructions, large transactions, or if a signature varies.

MMN = Mother's Maiden Name

Name: Robert L Giardina	SSN: [REDACTED]		
Street: [REDACTED] Staten Island, NY 10314			
Mailing: [REDACTED]			
Phone: (H): [REDACTED] (W): (917) 838-9162			
Job: [REDACTED]			
DOB: [REDACTED]	MMN: Giardina		
ID: State Issued Driver's License [REDACTED]	Exp Date: 10-25-2018	Country: US	St: NY
	Exp Date:	Country:	St:

LIMITED LIABILITY COMPANY BANKING RESOLUTION

Page 1 of 1

(For Deposit Accounts)

Account Holder:	Richmond Capital Group LLC 125 Maiden Ln Ste 501 New York, NY 10005	Financial Institution:	Empire State Bank Brooklyn 8701 3rd Avenue Brooklyn, NY 11209
Account No:	██████████3046		

IN CONSIDERATION OF the existing or proposed banking relationship between Richmond Capital Group LLC d/b/a RAM Capital Funding, Limited Liability Company (the "Company") and Financial Institution, the persons signing below jointly and severally and on behalf of the Company, do hereby certify that and agree as follows:

ACCOUNT HOLDER Richmond Capital Group LLC d/b/a RAM Capital Funding is the complete and correct name of the Account Holder.

MANAGERS, MEMBERS AND AUTHORIZED SIGNERS. We further certify that the following is a list of the names of all managers, members, employees, and agents authorized to sign for the Company.

<u>NAMES</u>	<u>MANAGER</u>	<u>MEMBER</u>
Robert L Giardina	No	Yes

ASSUMED BUSINESS NAMES. Excluding the name of Company, the following is a complete list of all assumed business names under which Company does business:

None

WE FURTHER CERTIFY that at a meeting of the members of the Company (or by other duly authorized company action in lieu of a meeting), duly called and held on **June 15, 2016**, at which a quorum was present and voting, the following resolutions were adopted:

BE IT RESOLVED, that the Financial Institution named above at any one or more of its offices or branches, be and it hereby is designated as the Financial Institution of and depository for the funds of this Company, which may be withdrawn on checks, drafts, advices of debit, notes or other orders for the payment of money.

BE IT FURTHER RESOLVED, that any **one** (1) of the Authorized Signers ("Agents") listed above may enter into any such agreements and perform such other acts as they deem reasonably necessary to carry out the provisions of the Agreement with Financial Institution, and those agreements will bind the Company, and acting for and on behalf of the Company and as its act and deed be, and they hereby are, authorized and empowered:

Execute Documents. To execute and deliver to Financial Institution the form of Limited Liability Company Banking Resolution and other account opening documents submitted by Financial Institution, confirming the nature and existence of Account Holder and evidencing the terms of the agreement between Financial Institution and Account Holder.

Agent's Authority. Any one of such Agents is authorized to endorse all checks, drafts, notes and other items payable to or owned by this Company for deposit with the Financial Institution, or for collection or discount by the Financial Institution; and to accept drafts and other items payable at the Financial Institution. The Financial Institution is hereby directed to accept and pay without further inquiry any item drawn against any of the Company's accounts with the Financial Institution bearing the signature or signatures of the Agents, as authorized above or otherwise, even though drawn or endorsed to the order of any Agent signing or tendered by such Agent for cashing or in payment of the individual obligation of such Agent or for deposit to the Agent's personal account, and the Financial Institution shall not be required or be under any obligation to inquire as to the circumstances of the issue or use of any item signed in accordance with the resolutions contained herein, or the application or disposition of such item or the proceeds of the item.

Further Acts. The above named agents are authorized and empowered to execute such other agreements including but not limited to special depository agreements and arrangements regarding the manner, conditions or purposes for which funds, checks or items of Account Holder may be deposited, collected or withdrawn and to perform such other acts as they deem reasonably necessary to carry out the provisions of these resolutions. The other agreements and other acts may not be contrary to the provisions contained in this Resolution.

BE IT FURTHER RESOLVED, that the authority hereby conferred upon the above named Agents shall be and remain in full force and effect until written notice of any amendment or revocation thereof shall have been delivered to and received by the Financial Institution at each location where an account is maintained. Financial Institution shall be indemnified and held harmless from any loss suffered or any liability incurred by it in continuing to act in accordance with this resolution. Any such notice shall not affect any items in process at the time notice is given.

WE FURTHER CERTIFY that the members, managers, employees, and agents named above are duly elected, appointed, or employed by or for the Company, as the case may be, and occupy the positions set opposite their respective names; that the foregoing resolutions now stand of record on the books of the Company; and that the resolutions are in full force and effect and have not been modified or revoked in any manner whatsoever.

We each have read all the provisions of this Limited Liability Company Banking Resolution, and we each jointly and severally and on behalf of the Company certify and agree to its terms. This agreement is dated June 15, 2016.

HOLDER:

RICHMOND CAPITAL GROUP LLC

By: Robert L Giardina
Robert L Giardina, Member of Richmond Capital Group LLC

CUSTOMER INFORMATION PROFILE

Richmond Capital Group LLC

CUSTOMER INFORMATION

Customer Name: Richmond Capital Group LLC Customer Number: 5374
 Customer Type: Limited Liability Company
 Street Address: 125 Maiden Ln Ste 501 Mailing Address:
 New York, NY 10005
 Primary Phone Number:
 Secondary Phone Number: (917) 838-9162
 Email: rgiardina@richmondcapitalgroup.com

IDENTIFICATION

Taxpayer ID: 46-3986019 ☐ Taxpayer ID Applied For
 Primary ID: Articles of Organization (LLC) Secondary ID:
 ID Number: 4477963 ID Number:
 Issue Date: 10-25-2013 Issue Date:
 Issued By: State of New York, US Issued By:

ACCOUNT INFORMATION

Branch Location: 4 Brooklyn
 Bank Rep. Name: Pommerenk, Theresa

Product Type

Free Small Business Checking

Account

[REDACTED] 046

Opening Date

06-15-2016

RESULTS OF DOCUMENTARY VERIFICATION

☐ Customer's identity has been verified using the above described identification documents
 Verification Method:

☐ Unable to verify customer's identity
 Explanation and resolution of discrepancies:

RESULTS OF NON-DOCUMENTARY VERIFICATION

Customer's identity has been verified using the non-documentary methods described below:

☒ ChexSystemsSM Verification ☐ Logical Verification ☐ Other _____
☐ Credit Report Obtained ☐ Fraud/Bad Check Database Checked ☐ Other _____
☐ Financial Statement ☐ Reference Check ☐ Other _____

☐ Unable to verify customer's identity (explanation and resolution of discrepancies):

COMPARISON WITH GOVERNMENT LISTS

Does customer's name appear on any list of known or suspected terrorists or terrorist organizations issued by any Federal government agency?

☐ Yes☒ No**VERIFICATION CONDUCTED BY**

(Employee Name)

Empire State Bank

(Date)

**BUSINESS CUSTOMER INFORMATION FORM**

INSTRUCTIONS: Form is to be completed by CSR and forwarded to the BSA Dept. along with State Corporate Filing Database Check.

Legal Business Name: Richmond Capital Group d/b/a RAM Capital Funding
Account Number(s): [REDACTED] 046
Address: 125 Maiden Ln Ste 501, NY NY 10005
(Street Address) (City) (State) (Zip)
Source of Funds: ach/wires
TIN: 46-3986019
NAICS Code:

Type of Business: Check the appropriate business type:

- | | | | |
|---|--|---|--|
| <input type="checkbox"/> Gas Station | <input type="checkbox"/> Convenience Store | <input type="checkbox"/> Lawyer / Accountant | <input type="checkbox"/> Liquor Store |
| <input type="checkbox"/> Parking Garage | <input type="checkbox"/> Jewel, Gem Dealer | <input type="checkbox"/> Used Car Dealer | <input type="checkbox"/> Private ATM Owner |
| <input type="checkbox"/> Restaurant and/or Bar | <input type="checkbox"/> Retail Store | <input type="checkbox"/> Vending Machine Operator | <input type="checkbox"/> Pawn Broker |
| <input type="checkbox"/> Import / Export Business | <input type="checkbox"/> Fast Food | <input type="checkbox"/> Cigarette Distributor | |

If not listed above, indicate type of business activity:

Type of Entity:

- | | |
|---|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Non-Profit | <input type="checkbox"/> Sole Proprietorship |
| <input checked="" type="checkbox"/> Limited Liability Corporation (LLC) | |
| <input type="checkbox"/> Limited Liability Partnership (LLP) | |

How long in business?

- | |
|---|
| <input type="checkbox"/> Less than 2 years |
| <input checked="" type="checkbox"/> 3-5 years |
| <input type="checkbox"/> 5-10 years |
| <input type="checkbox"/> 10+ years |

Purpose of Account:

- | | |
|------------------------------------|----------------------------------|
| <input type="checkbox"/> Operating | <input type="checkbox"/> Payroll |
| <input type="checkbox"/> Trust | <input type="checkbox"/> IOLA |
| <input type="checkbox"/> Savings | |
| <input type="checkbox"/> Other: | |

Monthly Anticipated Activity: Check all of the following transactions that will be conducted by the business and list the **number of transactions expected per month** and the expected **average dollar amount of transactions**.

<input checked="" type="checkbox"/> Cash Deposits	#:	n/a	Amt:	\$ n/a	
<input checked="" type="checkbox"/> Cash Withdrawals	#:	n/a	Amt:	\$ n/a	
<input checked="" type="checkbox"/> Check Deposits	#:	n/a	Amt:	\$ n/a	
<input checked="" type="checkbox"/> Check Withdrawals	#:	n/a	Amt:	\$ n/a	
<input checked="" type="checkbox"/> Currency Exchanges	#:	n/a	Amt:	\$ n/a	
<input checked="" type="checkbox"/> Debit Card Transactions	#:	n/a	Amt:	\$ n/a	
<input checked="" type="checkbox"/> ATM Transactions	#:	n/a	Amt:	\$ n/a	
<input checked="" type="checkbox"/> Domestic Outgoing Wires	#:	1-4	Amt:	\$ 200K	
<input checked="" type="checkbox"/> Domestic Incoming Wires	#:	1-3	Amt:	\$ 200K	
<input checked="" type="checkbox"/> International Outgoing Wires	#:	n/a	Amt:	\$ n/a	Country(s): n/a
<input checked="" type="checkbox"/> International Incoming Wires	#:	n/a	Amt:	\$ n/a	Country(s): n/a
<input checked="" type="checkbox"/> Domestic ACH Deposits	#:	1-4	Amt:	\$ 200K	
<input checked="" type="checkbox"/> Domestic ACH Payments	#:	1-4	Amt:	\$ 200K	
<input checked="" type="checkbox"/> International ACH Deposits	#:	n/a	Amt:	\$ n/a	Country(s): n/a
<input checked="" type="checkbox"/> International ACH Payments	#:	n/a	Amt:	\$ n/a	Country(s): n/a
<input checked="" type="checkbox"/> Purchase of Monetary Instruments	#:	n/a	Amt:	\$ n/a	

Check if box is involved in any of the following activities: (check all that apply)

- | | | |
|---|---|---|
| <input type="checkbox"/> ATM on site | <input type="checkbox"/> Issuer of Money Orders | <input type="checkbox"/> Issuer of Stored Value Cards |
| <input type="checkbox"/> Issuer / Seller of Traveler's Checks | <input type="checkbox"/> Seller of Money Orders | <input type="checkbox"/> Seller of Stored Value Cards |
| <input type="checkbox"/> Redeemer of Traveler's Checks | <input type="checkbox"/> Redeemer of Money Orders | <input type="checkbox"/> Redeemer of Stored Value Cards |
| <input type="checkbox"/> Currency Dealer or Exchanger | <input type="checkbox"/> Check Casher | <input type="checkbox"/> Money Transmitter |

☐ **Operates an Internet Gambling site -**
If yes, is site licensed? ☐ Yes ☐ No

Documentation Received:

- | |
|--|
| <input type="checkbox"/> Government Letter |
| <input type="checkbox"/> Notification from Treasurer |

If you checked any of the above, does the business engage in transactions greater than \$1,000 for any one person on any one day? ☐ Yes ☐ No

If the answer is yes, has the business registered with FinCEN as a Money Service Bureau? The business must provide the Bank with a copy of the registration/license or the Bank must verify the registration on FinCEN's website. If you check any of the above, send a copy of this form along with the signature card and any registrations and licenses to the Bank's BSA Officer.

Completed By: [Signature]
CIP Inputted By (BSA Dept.):

Date Completed: [Signature]
Date CIP Inputted:

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NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through June 14, 2016.

Selected Entity Name: RICHMOND CAPITAL GROUP, LLC

Selected Entity Status Information

Current Entity Name: RICHMOND CAPITAL GROUP, LLC

DOS ID #: 4477963

Initial DOS Filing Date: OCTOBER 25, 2013

County: NEW YORK

Jurisdiction: NEW YORK

Entity Type: DOMESTIC LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

LAWRENCE P. GIARDINA, ESQ.
8212 THIRD AVENUE
BROOKLYN, NEW YORK, 11209

Registered Agent

NONE

This office does not require or maintain
information regarding the names and

PX35 - 360

addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this information is not recorded and only available by viewing the certificate.

*Stock Information

# of Shares	Type of Stock	\$ Value per Share
No Information Available		

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
OCT 25, 2013	Actual	RICHMOND CAPITAL GROUP, LLC

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

[Search Results](#) [New Search](#)

[Services/Programs](#) | [Privacy Policy](#) | [Accessibility Policy](#) | [Disclaimer](#) | [Return to DOS Homepage](#) | [Contact Us](#)

N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

ALBANY, NY 12231-0001

FILING RECEIPT

=====

ENTITY NAME : RICHMOND CAPITAL GROUP, LLC

=====

DOCUMENT TYPE : ASSUMED NAME LTD LIABILITY CO

=====

FILER:

FILED: 06/10/2016
CASH#: 376872
FILM#: 20160610003

LAWRENCE P. GIARDINA, ESQ.
8212 THIRD AVENUE

BROOKLYN NY 11209

PRINCIPAL LOCATION

TRUMP BLDG 40 WALL ST.
28TH FLOOR
NEW YORK
NY 10005-1304



COMMENT:

ASSUMED NAME

RAM CAPITAL FUNDING

=====

SERVICE COMPANY : EMPIRE CORPORATE & INFORMATION SERVICES, INC. CODE: 12
BOX : 30

=====

FEES 60.00

FILING : 25.00
COUNTY : .00
COPIES : 10.00
MISC : .00
HANDLE : 25.00

PAYMENTS: 60.00

CASH :
CHECK :
C CARD : 60.00

REFUND :

=====

DO3HD108

DOS-281 (04/2007)

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10/29/2013 3:37:17 PM -0500 110

PAGE 2 01 4



Department of the Treasury
Internal Revenue Service
Ogden, UT 84201

In reply refer to: 0443770133
Oct 29, 2013 LTR 147C
46-3986019

RICHMOND CAPITAL GROUP LLC
ROBERT L GIARDINA MBR

STATEN ISLAND NY 10314

Taxpayer Identification Number: 46-3986019

Form(s):

Dear Taxpayer:

This letter is in response to your telephone inquiry of October 29th, 2013.

Your Employer Identification Number (EIN) is 46-3986019. Please keep this number in your permanent records. You should enter your name and your EIN, exactly as shown above, on all business federal tax forms that require its use, and on any related correspondence documents.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 7:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

Mrs Pemberton
0144699
Customer Service Representative



Department of the Treasury
Internal Revenue Service
Ogden, UT 84201

In reply refer to: 0443770133
Oct 29, 2013 LTR 147C
46-3986019

RICHMOND CAPITAL GROUP LLC
ROBERT L GIARDINA MBR
[REDACTED]
STATEN ISLAND NY 10314

Taxpayer Identification Number: 46-3986019

Form(s):

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Sincerely,

Mrs Pemberton
0144699
Customer Service Representative

ARTICLES OF ORGANIZATION
OF
RICHMOND CAPITAL GROUP, LLC

Under Section 203 of the Limited Liability Company Law

Filed by:

Lawrence P. Giardina, Esq.
8212 Third Avenue
Brooklyn, New York 11209

**ARTICLES OF ORGANIZATION
OF
RICHMOND CAPITAL GROUP, LLC**

Under Section 203 of the Limited Liability Company Law.

FIRST: The name of the limited liability company is **RICHMOND CAPITAL GROUP, LLC**.

SECOND: The county within the state in which the office of the limited liability company is to be located is Albany.

THIRD: The latest date on which the limited liability company is to dissolve is December 31, 2099.

FOURTH: The Secretary of State is designated as agent of the limited liability company upon whom process against it may be served. The post office address within or without this state to which the Secretary of State shall mail a copy of any process against the limited liability company served upon him or her is:

Lawrence P. Giardina, Esq.
8212 Third Avenue
Brooklyn, New York 11209

FIFTH: The effective date of the Articles of Organization shall be the date of filing with the Secretary of State.

SIXTH: The limited liability company is to be managed by 1 or more members.

IN WITNESS WHEREOF, this certificate has been subscribed to this 24th day of October, 2013 by the undersigned who affirms that the statements made herein are true under the penalties of perjury.

Lawrence A. Kirsch

Lawrence A. Kirsch, Organizer

N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS

ALBANY, NY 12231-0001

FILING RECEIPT

=====

ENTITY NAME: RICHMOND CAPITAL GROUP, LLC

DOCUMENT TYPE: ARTICLES OF ORGANIZATION (DOM LLC)

COUNTY: ALBA

=====

FILED:10/25/2013 DURATION:12/31/2099 CASH#:131025000348 FILM #:131025000322

DOS ID:4477963

FILER:

EXIST DATE

LAWRENCE P. GIARDINA, ESQ.
8212 THIRD AVENUE

10/25/2013

BROOKLYN, NY 11209

ADDRESS FOR PROCESS:

LAWRENCE P. GIARDINA, ESQ.
8212 THIRD AVENUE
BROOKLYN, NY 11209

REGISTERED AGENT:

The limited liability company is required to file a Biennial Statement with the Department of State every two years pursuant to Limited Liability Company Law Section 301. Notification that the biennial statement is due will only be made via email. Please go to www.email.ebiennial.dos.ny.gov to provide an email address to receive an email notification when the Biennial Statement is due.

=====

SERVICE COMPANY: GERALD WEINBERG, P.C. - 13

SERVICE CODE: 13 *

FEEs	225.00

FILING	200.00
TAX	0.00
CERT	0.00
COPIES	0.00
HANDLING	25.00

PAYMENTS	225.00

CASH	0.00
CHECK	0.00
CHARGE	0.00
DRAWDOWN	225.00
OPAL	0.00
REFUND	0.00

=====

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DOS-1025 (04/2007)

**LIMITED LIABILITY COMPANY
OPERATING AGREEMENT
OF
RICHMOND CAPITAL GROUP, LLC**

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Page 10

OPERATING AGREEMENT

This Agreement, dated **October 25, 2013**, by and between the company and the undersigned members, is hereby adopted as the written Operating Agreement of **RICHMOND CAPITAL GROUP, LLC**.

WHEREAS, this agreement does not contain any provisions inconsistent with the Articles of Organization of this Company, and

WHEREAS, the members wish to set forth provisions relating to the business of this limited liability company, the conduct of its affairs and the rights, powers, preferences, limitations or responsibilities of its member(s), manager(s), employee(s) or agent(s), as the case may be,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agree as follows:

ARTICLE I DEFINITIONS

1. Words and phrases set forth within this Operating Agreement which relate to the business of this limited liability company or the conduct of its affairs or the rights, powers, preferences, limitations or responsibilities of its members, managers, employees, or agents, as the case may be, or to any matter which this limited liability company is required or has done under mandate of law or the fulfillment of this Operating Agreement, shall be defined as it has been defined in Section 102 of the New York Limited Liability Company Law or in other applicable statutes or rulings.

ARTICLE II FORMATION

1. The undersigned has authorized the formation of this limited liability company by an organizer who prepared, executed and filed with the New York Secretary of State, the Articles of Organization pursuant to the New York Limited Liability Company Law, on the **24th** day of **October, 2013**.

2. The name of this Limited Liability Company is **RICHMOND CAPITAL GROUP, LLC**.

3. The Company is formed for any lawful business purpose and shall have all the powers set forth in Sec. 202(a)-202(q) of the New York Limited Liability Company Law.

4. The principal place of business of this Company shall be located **125 Maiden Lane**, Town of **New York**, County of **New York**, in the State of **New York**.

5. The name and registered office address of the Registered Agent of this Company is:
LAWRENCE P. GIARDINA, ESQ.
8212 Third Avenue
Brooklyn, New York 11209

6. The Secretary of State of New York is designated as agent of this Company upon whom process against it may be served, and the post office address to which the Secretary of State shall mail a copy of such process against the Company served upon him is:

LAWRENCE P. GIARDINA, ESQ.
8212 Third Avenue
Brooklyn, New York 11209

7. The Company's date of dissolution is **December 31, 2099**, but can be dissolved earlier, pursuant to this Agreement or pursuant to the provisions of the New York Limited Liability Company Law.

ARTICLE III

MEMBERS/MANAGERS

1. Unless specifically set forth otherwise in the Articles of Organization or by amendment thereto, management of this Company shall be vested in the member(s), who shall be subject to all of the rights, duties, privileges and liabilities of Manager(s), as set forth in the New York Limited Liability Company Law. Such members' names and addresses shall be set forth in the Books and Records of this Company.

2. The vote of a majority in interest of the member(s) entitled to vote shall be required to admit a person as a new member and issue such person a Membership Interest in this Company. Such new member shall not be entitled to any retroactive allocation of income or losses, or taxable deductions heretofore incurred by this Company.

3. This Company shall keep books and records pursuant to Sec. 1102 of the New York Limited Liability Company Law, either in written form or in other than written form if easily converted into such written form within a reasonable time. Such books and records shall be maintained on a cash basis pursuant to this Agreement, and the Accounting Year of this Company shall end on **December 31st**.

4. Each member may inspect and copy, at his own expense, for any purpose reasonably related to such member's interest as a member, the Articles of Organization, the Operating Agreement, minutes of any meeting of members and all tax returns or financial statements of the Company for the three years immediately preceding his inspection, and other information regarding the affairs of this Company, as is just and reasonable.

5. No member shall be personally liable for any debts, obligations or liabilities of this Company or of any other member, solely by reason of his being a member of this Company, whether such debt arose in contract, tort or otherwise. However, such member shall be personally liable for the payment of his Capital Contribution or for any other matter which may be set forth in this Operating Agreement. A member shall have the option to waive such limitation of liability pursuant to Section 609 of the New York Limited Liability Company Law and may be legally liable pursuant to other applicable law in his/her capacity as a member.

6. In the event that there shall be two or more members in the Company, then the **unanimous vote of all of the members** entitled to vote thereon, shall be required to approve the sale, exchange, lease, mortgage, pledge or other transfer or disposition of all or substantially all of the assets of this Company.

7. If the Articles of Organization provide that the management of this Company shall be vested in a manager or managers or class or classes of managers, then the management of this Company shall be so vested in accordance with the New York Limited Liability Company Law, subject to any provision of the Articles of Organization or the Operating Agreement and Section 419 of said New York Limited Liability Company Law.

- a) The Names and Addresses of the manager or managers or class or classes of managers are set forth in the Books and Records of this Company. A manager may, but need not be, a member of this Company. The salary of the manager shall be fixed by the vote or written consent of at least the majority in interest of all members entitled to vote thereon. Such salary as manager shall be separate and distinct from any distributions made, should such manager be a member.
- b) A Manager(s) shall be elected by vote or written consent of at least a majority in interest of all members entitled to vote thereon. The number of managers may be amended by vote or written consent of at least two thirds in interest of all members entitled to vote thereon.
- c) A Manager shall hold office until the next annual meeting of members or until his earlier resignation or removal. Any manager may resign at any time by the giving of written notice thereof to this Company, provided however there is no violation of any provision of the Operating Agreement or any provision of a contractual agreement between this Company and the manager. The manager may be removed with or without cause by a vote of a majority in interest of the members entitled to vote thereon. The removal or resignation of a manager who is a member, does not affect in any way such manager's rights, duties, privileges and obligations as a member nor does it constitute a withdrawal as a member.
- d) Any vacancy occurring in the number of managers may be filled by vote or written consent of at least a majority in interest of all members entitled to vote thereon. Such newly elected manager shall be elected to serve the unexpired term of his predecessor. If the number of managers is increased by amendment to this Operating Agreement, then such new manager shall be elected by vote or written consent of at least a majority in interest of all members entitled to vote thereon.

- e) The manager shall have the power and authority on behalf of this Company to do all things as set forth in Sec. 202(a)-202(q) of the New York Limited Liability Company Law.
- f) If the management of this Company is vested in a manager, then no member, by reason of being a member, is an agent of this Company for the purpose of its business unless authority has been delegated to such member by the manager or by some other provision of this Operating Agreement. If the management of this Company is vested in the members, then every member is an agent of this Company for the purpose of its business and the act of every member, including the execution in the name of this Company of any instrument, for apparently carrying on in the usual way the business of this Company, shall bind this Company unless it is contrary to Sec. 412 of the New York Limited Liability Law.
- g) The manager shall perform his duties as a manager in good faith and with that degree of care which a reasonable and prudent person in a like position would use under similar circumstances. Each manager's liability to this Company or to its members for damages for any breach of duty in such capacity is eliminated, except if there is a final judgment or adjudication adverse to the manager that established that his acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law or that he personally gained in fact a financial profit or other advantage to which he was not legally entitled or that with respect to a distribution the subject of Sec. 508(a) of the New York Limited Liability Company Law. There may not be any elimination of liability for any act or omission committed prior to the adoption by this Company of a provision eliminating such liability.
- h) The manager shall not be required to manage this Company as his sole business interest but may, without liability to this Company or its members, be involved in the management of other entities and activities which do not adversely affect his capacity to exercise his obligations to this Company; nor shall this Company or its members have any right to participate in such other business interests or in income or profits therefrom.

8. Except as set forth in this Agreement, no member shall have the unconditional right to give, sell, assign, pledge, hypothecate, exchange or otherwise transfer to another, all or any part of his Membership Interest in this Company.

Prior to a member securing the right to sell, assign, pledge, hypothecate, exchange or otherwise transfer all or part of his Membership Interest in this Company to another, such member must secure from the members such consent by vote or in writing of a majority in interest entitled to Vote thereon, not including the member seeking such right. Nothing herein shall be deemed to prevent a member from granting an assignee the right to become a member upon condition that Sec. 604 of the New York Limited Liability Company Law is satisfied.

9. The member who desires to transfer his Membership Interest, shall give written notification of proposed transfer to each of the other members or to the Manager, as the case may be, of his intention to sell his Membership Interest. Each other member shall have the right of first refusal to purchase all of such Membership Interest upon such terms and conditions as were set forth in the notification of proposed transfer. Nothing herein shall be deemed to prevent all of the remaining members, if they so desire, to accept the terms of the notification of proposed transfer, in writing, on behalf of all of such remaining members. The failure to respond to the member seeking to transfer his Membership Interest within Thirty (30) days shall result in the termination of such other member's right of first refusal. Should such member or members desire to exercise their right of first refusal on the terms set forth in the written notification of transfer, then the time, place and date of closing as designated by the members purchasing such Membership Interest shall be within Ninety (90) days from the date of such written consent to exercise such right of first refusal.

10. A member may withdraw as a member of this Company with the vote or written consent of at least two-thirds in interest of the members, other than the member who proposes to withdraw as a member. If such consent is not given, a member may withdraw upon not less than six months prior written notice to this Company, provided such withdrawal does not breach this Operating Agreement, the New York Limited Liability Company Law or any other contractual obligation between such proposed withdrawing member and this Company or its other members. Should such breach occur, then the withdrawing member may be liable for damages as a result thereof.

ARTICLE IV MEETINGS

1. This Company shall hold its annual meeting of members on **the third Monday of September**, or at such other time as shall be determined by vote or written consent of membership interests, at **158 Portage Avenue, Staten Island, New York 10314**, or at such other place also determined by vote or written consent of Membership Interests, for the purpose of transacting such business as may come before such meeting. Special Meetings may be called for any purpose by a manager or any member or group of members holding not less than ten percent of the Membership Interest.

2. Whenever it is anticipated that members will be required or permitted to take any action by vote at a meeting, written notice shall be given stating the place, date and hour of the meeting, stating the purpose of such meeting, and under whose direction such meeting has been called. Such notice of meeting shall be given personally or by first class mail, not less than ten nor more than fifty days before the date of such meeting.

Such notice of meeting need not be given to any member who submits a signed waiver of notice, in person or by proxy, whether before or after the meeting.

3. A majority in interest of the members, in person or by proxy, entitled to vote shall constitute a quorum at a meeting of members for the transaction of any business. The members present, despite not being a quorum, may adjourn the meeting. No notice of adjourned meeting is necessary if the time and place of the adjourned meeting is announced at the meeting at which the adjournment is taken. At a meeting in which a quorum is initially present, such quorum is not broken by the subsequent withdrawal of any member, despite the fact that such withdrawal results in less than a quorum being present and all votes taken are binding upon the members of this Company. All acts at a meeting of members at which a quorum is present, shall be the act of all the members and be binding upon them, except such vote requires a greater proportion or number of membership interests pursuant to the New York Limited Liability Company Law, or the Articles of Organization or this Agreement.

4. A member may vote in person by proxy executed in writing by a member. Every proxy so executed shall be revocable at the will of the member. Such proxy shall automatically be revoked, if prior to its use, the death or incompetence of the member occurred, and notice of such death or adjudication of incompetence is received by the Proxy Holder. A proxy is presumed to be revoked, whether or not it is stated to be irrevocable, if the member who executed such proxy, sells his Membership Interest prior to the date such proxy is scheduled to be exercised.

5. Whenever the members of this Company are required or permitted to take any action by vote, such action may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken shall be signed by the members who hold the voting interests having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all of the members entitled to vote therein were present and voted and shall be delivered to the office of this Company, its principal place of business or a manager, employee or agent of this Company. Delivery made to the office of this Company shall be by hand or by certified or registered mail, return receipt requested.

6. Every written consent shall bear the date of signature of each member who signs the consent, and no written consent shall be effective to take the action referred to therein unless, within sixty days of the earliest dated consent delivered in the manner required by this paragraph to this Company, written consents signed by a sufficient number of members to take the action are delivered to the office of this Company, its principal place of business or a manager, employee or agent of this Company having custody of the records of this Company. Delivery made to such office, principal place of business or manager, employee or agent shall be by hand or by certified or registered mail, return receipt requested.

7. Two or more members may enter into a binding agreement, in writing and executed by the members seeking to be bound, which provides that the Membership Interests held by them shall be voted in accordance with such Agreement or pursuant to any lawful procedure agreed upon by them.

ARTICLE V MONEY MATTERS

1. Each member of this Company shall contribute the amount set forth under his name as set forth in the Books and Records of this Company as the sole Capital Contribution to be made by him. Such contribution may be in cash, property or services rendered or a promissory note or other obligation to contribute cash or property or to render services. The failure of a member to make any required contribution shall be subject to any or all of the following consequences at the option of a majority in interest of the remaining members who shall be entitled to vote thereon.

- a) Reduction or elimination of the defaulting member's interest; and/or
- b) Subordination of the defaulting member's interest to that of the non-defaulting members; and/or
- c) Forced sale of the defaulting member's interest; and/or
- d) Forfeiture of the defaulting member's interest; and/or
- e) The lending by the other members of the amount necessary to meet the defaulting member's commitment; and/or
- f) Any other reasonable and lawful method to rectify such member's failure to meet his obligation.

2. An Account denominated as a Member Capital Account shall be maintained for each member. Each Member Capital Account shall be increased by the value of each Capital Contribution made by such member, allocations to such member of the net profits and any other allocations to such member of income pursuant to the Internal Revenue Code. Each Member Capital Account will be decreased by the value of each distribution made to the member by this Company, allocations to such member of net losses and other allocations to such member pursuant to the Internal Revenue Code. Upon sale or transfer by a member of his Membership Interest, such member's Member Capital Account shall thereupon become the Member Capital Account of the new member to whom such Membership Interest was sold or transferred in accordance with Sec. 1.704-1(b)(2)(iv) of the Treasury Regulations.

3. No member shall be responsible or liable to any other member for the failure to maintain a positive balance in his Member Capital Account, nor is he required to restore all or any part of a deficit balance in such Member Capital Account. However, such Member Capital Account must be maintained so as to comply with the provisions and requirements of Sec. 704(b) of the Internal Revenue Code.

4. Each member shall have equal rights or obligations as the case may be, whether for the return of Capital Contributions made to this Company or for Net Profits, Net Losses or for any distribution set forth in law or in this Operating Agreement. However, any loan or indebtedness owed to a member by this Company shall have priority in payment over other distributions. **Notwithstanding any other provision in this Operating Agreement, any member(s) who provides the initial funding shall have those funds returned to said member(s) proportionately, prior to the distribution of profits to the members of the company.**

5. Any member who receives a distribution from this Company based upon the value of his Capital Contribution and such member had no knowledge that such distribution violated Sec. 508(a) of the New York Limited Liability Company Law, then and in that event, such member shall have no liability to this Company or to its creditors for such distribution. However, if such member knew or should have known that such distribution was, at the time of such distribution, contrary to such statute, then, in that event, such member shall be liable to this Company for the amount of such distribution.

6. No member shall receive from this Company any part or portion of his Capital Contribution until all liabilities and debts of this Company have been paid and there remains sufficient assets in this company sufficient to pay them, without placing the solvency of this Company in a reasonably disabling position. A statement from the Company's accountant to this effect shall be placed in the Books and Records of this Company.

7. The profits and losses of this Company and all other distributions shall be allocated among the members on the basis of the ratio of the monetary value of the Member Capital Account of each member to the total value of all Member Capital Accounts in this Company. All distributions to a member of this Company shall be offset by any amounts owing to this Company by such member. No distributions shall be made which render this Company insolvent.

8. No member shall be entitled to interest on his Capital Contribution nor is such member entitled **as a matter of right**, to a return, in part or in whole, of his Capital Contribution, ~~notwithstanding anything to the contrary herein~~.

9. All necessary federal and state tax returns for this Company shall be prepared and filed. Each member shall furnish any information in his possession that may be necessary and pertinent to the preparation of such returns.

10. The Company shall:

- a) Adopt the calendar year as its Fiscal Year.
- b) Adopt the cash basis as its method of accounting and keep its books and records on such basis.
- c) If a distribution as described in Sec. 734 of the Internal Revenue Code occurs or if a sale or transfer of a Membership Interest described in Sec. 743 of the Internal Revenue Code occurs, upon the written request of any member, to elect to adjust the basis of the property of the Company pursuant to Sec. 754 of the Internal Revenue Code.
- d) Elect to amortize the organizational expenses of this Company and the start-up costs of this Company under Sec. 195 of the Internal Revenue Code ratably over a period of sixty months as permitted by Sec. 709(b) of the Internal Revenue Code.
- e) To make any other election permitted by law that the Manager or Members may deem appropriate and in the best interest of the members.

11. Neither this Company nor any member may make an election for the Company to be excluded from the application of Sub-chapter K of Chapter 1 of Subtitle A of the Internal Revenue Code or any similar provisions of applicable state law, and no provisions of this agreement shall be interpreted to authorize any such election.

12. One member or one manager, as the case may be, shall be designated as "tax matters partner" of this Company pursuant to Sec. 6231(a)(7) of the Internal Revenue Code. Any member or manager so designated shall take all actions as may be necessary to cause each other member to become a "notice partner" within the meaning of Sec. 6222 of the Internal Revenue Code.

ARTICLE VI DISSOLUTION

1. This Company shall be dissolved and its affairs wound up upon the first to occur of the following:

- a) The latest date on which this Company is to dissolve, if any, as set forth in the Articles of Organization, or by a judicial decree pursuant to Sec. 702 of the New York Limited Liability Company Law.
- b) The vote or written consent of at least two-thirds in interest of the members.
- c) The bankruptcy, death, dissolution, expulsion, incapacity or withdrawal of any member or the occurrence of any other event that terminates the continued membership of any member, unless within six months after such event, this Company is continued either by vote or written consent of a majority in interest of all the remaining members.

2. Upon dissolution of this Company, the members or managers may, in the name of and on behalf of this Company, prosecute and defend suits, whether civil, criminal or administrative, settle and close this Company's business, dispose of and convey this Company's property, discharge this Company's liabilities and distribute to the members any remaining assets, all without affecting the liability of each and every member.

3. Upon dissolution, the assets of this Company shall be distributed as follows:

- a) To creditors, including members who are creditors, to the extent permitted by law, in satisfaction of liabilities of this Company, whether by payment or by establishment of adequate reserves, other than liabilities for distributions to members under Sec. 507 or Sec. 509 of the New York Limited Liability Company Law.
- b) To members and former members in satisfaction of liabilities for distribution under Sec. 507 or Sec. 509 of the New York Limited Liability Company Law.
- c) To members first for the return of their contributions, to the extent not previously returned, and second, respecting their Membership Interests, in the proportions in which the members share in distributions in accordance with Article V of this Agreement.

4. Within ninety days following the dissolution and the commencement of winding up the affairs of this Company, or at any other time there are no members, Articles of Dissolution shall be filed with the Secretary of State of New York. Upon such filing of Articles of Dissolution by the Secretary of State of New York, the Articles of Organization shall be deemed to be cancelled.

5. Upon liquidation of this Company within the meaning of Sec. 1.704-1(b) (2) (ii) (g) of the Treasury Regulations, if any member has a deficit Member Capital Account (after giving effect to all contributions, distributions, allocations and other adjustments for all Fiscal Years, including the Fiscal Year in which such liquidation occurs) the member shall have no obligation to make any Capital Contribution, and the negative balance of any Member Capital Account shall not be considered a debt owed by the member to this Company or to any other person for any purpose.

6. If not otherwise provided by this Agreement and if permitted by applicable law, upon dissolution, each member shall receive a return of his Capital Contribution solely from the assets of this Company. If, after payment or discharge of the debts and liabilities of this Company, such assets are insufficient to return any Capital Contribution of any member, such member shall have no recourse against any other member.

ARTICLE VII GENERAL CONSTRUCTION

1. When the masculine gender is used in this Agreement and when required by the context, the same shall include the feminine and neuter genders and vice versa.

2. No failure of a member to exercise and no delay by a member in exercising any right or remedy under this Agreement shall constitute a waiver of such right or remedy. No waiver by a member of any such right or remedy under this Agreement shall be effective unless made in writing duly executed by all members and specifically referring to each such right or remedy being waived.

3. This Agreement contains the entire agreement among the members with respect to the operation of this Company, and supersedes each and every course of conduct previously pursued or consented to and each and every oral agreement and representation previously made by the members with respect thereto, whether or not relied or acted upon. No amendment of this Agreement shall be effective unless made in writing duly executed by all members and specifically referring to each provision of this Agreement being amended. No course of conduct or performance subsequently pursued or acquiesced in and no oral agreement or representation subsequently made, by the members, whether or not relied or acted upon, shall amend this Agreement or impair or otherwise affect any members' obligations, rights or remedies pursuant to this Agreement.

4. Any notice, demand or other communication required or permitted to be given pursuant to this Agreement or under the New York Limited Liability Company Act shall have been sufficiently given for all purposes, if given pursuant to the provisions of this Agreement or as set forth in the New York Limited Liability Company Act, as the case may be.

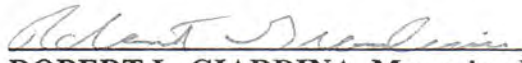
IN WITNESS WHEREOF, the persons signing this Agreement below conclusively evidence their agreement to the terms and conditions of this Agreement by so signing this Agreement.

RICHMOND CAPITAL GROUP, LLC



BY ROBERT L. GIARDINA, Managing Member

IRON HORSE ASSET MANAGEMENT, LLC



**ROBERT L. GIARDINA, Managing Member
Member**

RVCNY, LLC



**BY RICHARD CARDINALE, Managing Member
Member**

MEMBERSHIP ROSTER

Name: Iron Horse Asset Management, LLC Social Security No: [REDACTED]
Address: 158 Portage Avenue
City, State: Staten Island, New York 10314
Date Became A Member: December 31, 2015 Date Membership Terminated:
Membership Transferred: ROBERT L. GIARDINA (Cert. 1)
Member's Interest in Company: 25%
Member Contribution: \$18,750.00 Certificate Number: Four (4)

Name: RVCNY, LLC Taxpayer Identification No: [REDACTED]
Address: 163 Coventry Road
City, State: Staten Island, New York 10304
Date Became A Member: Date Membership Terminated:
Membership Transferred: April 15, 2016 L3 Capital Management, LLC (Cert. 2/3)
Member's Interest in Company: 75%
Member Contribution: \$56,250.00 Certificate Number: Five (5)

Name: Social Security No:
Address:
City, State:
Date Became A Member: Date Membership Terminated:
Member's Interest in Company: Certificate Number:
Member Contribution: \$

Name: Social Security No:
Address:
City, State:
Date Became A Member: Date Membership Terminated:
Member's Interest in Company: Certificate Number:
Member Contribution: \$

Name: Social Security No:
Address:
City, State:
Date Became A Member: Date Membership Terminated:
Member's Interest in Company: Certificate Number:
Member Contribution: \$

MANAGERS ROSTER
(As of October 25, 2013)

Name: ROBERT L. GIARDINA
Address: [REDACTED]
City, State: Staten Island, New York 10304
Date Became A Member: October 25, 2013
Member's Interest in Company: 25%
Member Contribution: \$ 2,000.00

Social Security No: [REDACTED]

Date Membership Terminated:
December 31, 2015 (Transferred)
Certificate Number:

Name:
Address:
City, State:
Date Became A Member:
Member's Interest in Company:
Member Contribution: \$

Social Security Number:

Date Membership Terminated:
Certificate Number:

Name:
Address:
City, State:
Date Became A Member:
Member's Interest in Company:
Member Contribution: \$

Social Security Number:

Date Membership Terminated:
Certificate Number:

Name:
Address:
City, State:
Date Became A Member:
Member's Interest in Company:
Member Contribution: \$

Social Security Number:

Date Membership Terminated:
Certificate Number:

Name:
Address:
City, State:
Date Became A Member:
Member's Interest in Company:
Member Contribution: \$

Social Security Number:

Date Membership Terminated:
Certificate Number:

N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

ALBANY, NY 12231-0001

FILING RECEIPT

ENTITY NAME : RICHMOND CAPITAL GROUP, LLC

DOCUMENT TYPE : ASSUMED NAME LTD LIABILITY CO

FILER:

FILED: 03/17/2015
CASH#: 345562
FILM#: 20150317067

LAWRENCE P GIARDINA ESQ
8212 THIRD AVE

BROOKLYN NY 11209

PRINCIPAL LOCATION

TRUMP BLDG 40 WALL ST
28TH FL
NEW YORK
NY 10005-1304



COMMENT:

ASSUMED NAME

VICEROY CAPITAL FUNDING

SERVICE COMPANY : GERALD WEINBERG, INC.

CODE: 14
BOX : 47

FEES 60.00
FILING : 25.00
COUNTY : .00
COPIES : 10.00
MISC : .00
HANDLE : 25.00

PAYMENTS: 60.00
CASH :
CHECK : 60.00
C CARD :

REFUND :

DO3HD108

DOS-281 (04/2007)

PX35 - 385

NYS Department of State
Division of Corporations, State Records and Uniform Commercial Code
One Commerce Plaza, 99 Washington Ave,
Albany, NY 12231-0001
www.dos.ny.gov

Certificate of Assumed Name

Pursuant to General Business Law §130

1. REAL NAME OF ENTITY: RICHMOND CAPITAL GROUP, LLC

1a. FICTITIOUS NAME, IF ANY, OF FOREIGN ENTITY (Not Assumed Name):

2. FORMED OR AUTHORIZED UNDER THE FOLLOWING NEW YORK LAW (Check one):

- ☐ Business Corporation Law ☒ Limited Liability Company Law ☐ Religious Corporations Law
☐ Education Law ☐ Not-for-Profit Corporation Law ☐ Revised Limited Partnership Act
☐ Other (specify law):

3. ASSUMED NAME: VICEROY CAPITAL FUNDING

4. PRINCIPAL PLACE OF BUSINESS IN NEW YORK STATE (MUST INCLUDE NUMBER AND STREET). IF NONE, CHECK THIS BOX ☐ AND PROVIDE OUT-OF-STATE ADDRESS:

Trump Building, 40 Wall Street - 28th Floor, New York, New York 10005-1304

5. COUNTY(IES) IN WHICH ENTITY DOES OR INTENDS TO DO BUSINESS: ☐ ALL COUNTIES (or check applicable county(ies) below)

- | | | | | | | | |
|-----------------------------------|--------------------------------------|-------------------------------------|---------------------------------------|-----------------------------------|------------------------------------|--------------------------------------|--|
| <input type="checkbox"/> Albany | <input type="checkbox"/> Cattaraugus | <input type="checkbox"/> Chenango | <input type="checkbox"/> Delaware | <input type="checkbox"/> Franklin | <input type="checkbox"/> Hamilton | <input type="checkbox"/> Lewis | <input type="checkbox"/> Montgomery |
| <input type="checkbox"/> Allegany | <input type="checkbox"/> Cayuga | <input type="checkbox"/> Clinton | <input type="checkbox"/> Dutchess | <input type="checkbox"/> Fulton | <input type="checkbox"/> Herkimer | <input type="checkbox"/> Livingston | <input type="checkbox"/> Nassau |
| <input type="checkbox"/> Bronx | <input type="checkbox"/> Chautauqua | <input type="checkbox"/> Columbia | <input type="checkbox"/> Erie | <input type="checkbox"/> Greene | <input type="checkbox"/> Jefferson | <input type="checkbox"/> Madison | <input checked="" type="checkbox"/> New York |
| <input type="checkbox"/> Broome | <input type="checkbox"/> Chemung | <input type="checkbox"/> Cortland | <input type="checkbox"/> Essex | <input type="checkbox"/> Genesee | <input type="checkbox"/> Kings | <input type="checkbox"/> Monroe | <input type="checkbox"/> Niagara |
| <input type="checkbox"/> Oneida | <input type="checkbox"/> Orleans | <input type="checkbox"/> Queens | <input type="checkbox"/> St. Lawrence | <input type="checkbox"/> Schuyler | <input type="checkbox"/> Steuben | <input type="checkbox"/> Warren | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Onondaga | <input type="checkbox"/> Oswego | <input type="checkbox"/> Rensselaer | <input type="checkbox"/> Saratoga | <input type="checkbox"/> Seneca | <input type="checkbox"/> Suffolk | <input type="checkbox"/> Washington | <input type="checkbox"/> Yates |
| <input type="checkbox"/> Ontario | <input type="checkbox"/> Otsego | <input type="checkbox"/> Richmond | <input type="checkbox"/> Schenectady | <input type="checkbox"/> Tompkins | <input type="checkbox"/> Sullivan | <input type="checkbox"/> Wayne | |
| <input type="checkbox"/> Orange | <input type="checkbox"/> Putnam | <input type="checkbox"/> Rockland | <input type="checkbox"/> Schoharie | <input type="checkbox"/> Ulster | <input type="checkbox"/> Tioga | <input type="checkbox"/> Westchester | |

6. ADDRESS OF EACH LOCATION, INCLUDING NUMBER AND STREET, IF ANY, OF EACH PLACE WHERE THE ENTITY CARRIES ON, CONDUCTS OR TRANSACTS BUSINESS IN NEW YORK STATE. Use page 2 if needed. The address(es) must be a number and street, city state and zip code. The address(es) reflected in paragraph 6 must be within the county(ies) indicated in paragraph 5. If none, check the box: ☐ No New York State Business Location

125 Maiden Lane, New York, New York 10038

Name of Signer: ROBERT L. GIARDINA

Signature: Robert Giardina

Capacity of Signer (Check one): ☐ Officer of the Corporation ☐ General Partner of the Limited Partnership
☐ Member of the Limited Liability Company ☒ Manager of the Limited Liability Company
☐ Authorized Person

Filer: Name: LAWRENCE P. GIARDINA, ESQ.

Mailing Address: 8212 Third Avenue

City, State and Zip Code: Brooklyn, New York 11209

NOTE: This form was prepared by the New York State Department of State. You are not required to use this form. All documents should be prepared under the guidance of an attorney. The certificate must be submitted with a \$25 fee. For corporations, the Department of State also collects the following, additional, county clerk fees for each county in which a corporation does or intends to do business as indicated in paragraph 5: \$100 for each county within New York City (Bronx, Kings, New York, Queens and Richmond) and \$25 for each county outside New York City. All checks over \$500 must be certified.

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the
Department of State, at the City of Albany,
on June 13, 2016.

Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

E-12**20160610003**

NYS Department of State
Division of Corporations, State Records and Uniform Commercial Code
One Commerce Plaza, 99 Washington Ave,
Albany, NY 12231-0001
www.dos.ny.gov

Certificate of Assumed Name Pursuant to General Business Law §130

1. REAL NAME OF ENTITY: **RICHMOND CAPITAL GROUP, LLC**

1a. FICTITIOUS NAME, IF ANY, OF FOREIGN ENTITY (Not Assumed Name):

2. FORMED OR AUTHORIZED UNDER THE FOLLOWING NEW YORK LAW (Check one):

- ☐ Business Corporation Law ☒ Limited Liability Company Law ☐ Religious Corporations Law
☐ Education Law ☐ Not-for-Profit Corporation Law ☐ Revised Limited Partnership Act
☐ Other (specify law):

100
STATE OF NEW YORK
DEPARTMENT OF STATE

FILED JUN 10 2016

TXS **C#376872**BY: **JTC**3. ASSUMED NAME: **RAM CAPITAL FUNDING**4. PRINCIPAL PLACE OF BUSINESS IN NEW YORK STATE (MUST INCLUDE NUMBER AND STREET). IF NONE, CHECK THIS BOX ☐ AND PROVIDE OUT-OF-STATE ADDRESS:

Trump Building, 40 Wall Street - 28th Floor, New York, New York 10005-1304

5. COUNTY(IES) IN WHICH ENTITY DOES OR INTENDS TO DO BUSINESS: ☐ ALL COUNTIES (or check applicable county(ies) below)

- | | | | | | | | |
|-----------------------------------|--------------------------------------|-------------------------------------|---------------------------------------|-----------------------------------|------------------------------------|--------------------------------------|--|
| <input type="checkbox"/> Albany | <input type="checkbox"/> Cattaraugus | <input type="checkbox"/> Chenango | <input type="checkbox"/> Delaware | <input type="checkbox"/> Franklin | <input type="checkbox"/> Hamilton | <input type="checkbox"/> Lewis | <input type="checkbox"/> Montgomery |
| <input type="checkbox"/> Allegany | <input type="checkbox"/> Cayuga | <input type="checkbox"/> Clinton | <input type="checkbox"/> Dutchess | <input type="checkbox"/> Fulton | <input type="checkbox"/> Herkimer | <input type="checkbox"/> Livingston | <input type="checkbox"/> Nassau |
| <input type="checkbox"/> Bronx | <input type="checkbox"/> Chautauqua | <input type="checkbox"/> Columbia | <input type="checkbox"/> Erie | <input type="checkbox"/> Greene | <input type="checkbox"/> Jefferson | <input type="checkbox"/> Madison | <input checked="" type="checkbox"/> New York |
| <input type="checkbox"/> Broome | <input type="checkbox"/> Chemung | <input type="checkbox"/> Cortland | <input type="checkbox"/> Essex | <input type="checkbox"/> Genesee | <input type="checkbox"/> Kings | <input type="checkbox"/> Monroe | <input type="checkbox"/> Niagara |
| <input type="checkbox"/> Oneida | <input type="checkbox"/> Orleans | <input type="checkbox"/> Queens | <input type="checkbox"/> St. Lawrence | <input type="checkbox"/> Schuyler | <input type="checkbox"/> Steuben | <input type="checkbox"/> Warren | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Onondaga | <input type="checkbox"/> Oswego | <input type="checkbox"/> Rensselaer | <input type="checkbox"/> Saratoga | <input type="checkbox"/> Seneca | <input type="checkbox"/> Suffolk | <input type="checkbox"/> Washington | <input type="checkbox"/> Yates |
| <input type="checkbox"/> Ontario | <input type="checkbox"/> Otsego | <input type="checkbox"/> Richmond | <input type="checkbox"/> Schenectady | <input type="checkbox"/> Tompkins | <input type="checkbox"/> Sullivan | <input type="checkbox"/> Wayne | |
| <input type="checkbox"/> Orange | <input type="checkbox"/> Putnam | <input type="checkbox"/> Rockland | <input type="checkbox"/> Schoharie | <input type="checkbox"/> Ulster | <input type="checkbox"/> Tioga | <input type="checkbox"/> Westchester | |

6. ADDRESS OF EACH LOCATION, INCLUDING NUMBER AND STREET, IF ANY, OF EACH PLACE WHERE THE ENTITY CARRIES ON, CONDUCTS OR TRANSACTS BUSINESS IN NEW YORK STATE. Use page 2 if needed. The address(es) must be a number and street, city state and zip code. The address(es) reflected in paragraph 6 must be within the county(ies) indicated in paragraph 5. If none, check the box: ☐ No New York State Business Location

125 Maiden Lane, New York, New York 10038

Name of Signer: **ROBERT L. GIARDINA**Signature: **Robert L. Giardina**

Capacity of Signer (Check one): ☐ Officer of the Corporation ☐ General Partner of the Limited Partnership
☐ Member of the Limited Liability Company ☒ Manager of the Limited Liability Company
☐ Authorized Person

Filer: Name: **LAWRENCE P. GIARDINA, ESQ.**Mailing Address: **8212 Third Avenue**City, State and Zip Code: **Brooklyn, New York 11209**

NOTE: This form was prepared by the New York State Department of State. You are not required to use this form. All documents should be prepared under the guidance of an attorney. The certificate must be submitted with a \$25 fee. For corporations, the Department of State also collects the following, additional, county clerk fees for each county in which a corporation does or intends to do business as indicated in paragraph 5: \$100 for each county within New York City (Bronx, Kings, New York, Queens and Richmond) and \$25 for each county outside New York City. All checks over \$500 must be certified.

EMPIRE STATE BANK

NEW ACCOUNT MANAGER

Search Criteria:

New Account Full Name: Richmond Capital Group LLC
Address: 125 MAIDEN LN STE 501
City: NEW YORK
State: NY
Zip Code: 10005
Country: US
Tax ID: 463986019
Method of Identification:
Identification Number:
Issue By:
Issue By State:
Remark:

Relationship: PRIMARY ACCOUNT HOLDER
Chosen Relative Correlation: 95 %
Entry Date: 06/15/2016

Data To Be Checked:	Y/N	Last Updated
Check Name Against OFAC List?	Y	06/09/2016
Check Name Against Denied Person List?	Y	05/10/2016
Check Against Restricted Country List?	Y	
Check Name Against Special List?	Y	
Check Against PEP List?	Y	06/07/2016
Check Name Against Consolidated Sanctions List?	Y	01/16/2016
Check Name Against Terrorist Exclusion List?	Y	12/29/2004
Check Name Against List of Designated Foreign Terrorist Organizations?	Y	05/19/2016
Check Name Against List of Designated Charities and Potential Fundraising Front Organizations for FTOs?	Y	04/06/2016
Check Name Against Section 311 - Special Measures List?	Y	05/27/2016
Check Against High Risk Country List?	Y	

Name Match Result: [NAME MATCH FOUND] << NO COUNTRY MATCH FOUND >>

Match Name/Country	Match Type	RC	Source	False Positive	Reason
FEDERAL CAPITAL GROUP, S.A.	Key Phrase	-	OFAC	Yes	Not exact match.
AVIA GROUP LLC	Key Phrase	-	OFAC	Yes	Not exact match.
AVIA GROUP NORD LLC	Key Phrase	-	OFAC	Yes	Not exact match.
AL-INMAA GROUP FOR TOURISM WORKS, LLC	Key Phrase	-	OFAC	Yes	Not exact match.
GARIZIM CAPITAL GROUP, S.A.	Key Phrase	-	OFAC ALT	Yes	Not exact match.
AL-INMAA GROUP FOR TOURISM WORK, LLC	Key Phrase	-	OFAC ALT	Yes	Not exact match.
AL-INMAA GROUP, LLC	Key Phrase	-	OFAC ALT	Yes	Not exact match.

06/15/2016

3:57:37PM

EMPIRE STATE BANK

NEW ACCOUNT MANAGER

Search Criteria:

New Account Full Name: GIARDINA ROBERT
 Address: [REDACTED]
 City: STATEN ISLAND
 State: NY
 Zip Code: 10314
 Country: US
 Tax ID: [REDACTED]
 Method of Identification: Driver's License/State ID
 Identification Number: [REDACTED]
 Issue By: NY
 Issue By State:
 Remark:

Relationship: PRIMARY ACCOUNT HOLDER
 Chosen Relative Correlation: 95 %
 Entry Date: 06/15/2016

Data To Be Checked:	Y/N	Last Updated
Check Name Against OFAC List?	Y	06/09/2016
Check Name Against Denied Person List?	Y	05/10/2016
Check Against Restricted Country List?	Y	
Check Name Against Special List?	Y	
Check Against PEP List?	Y	06/07/2016
Check Name Against Consolidated Sanctions List?	Y	01/16/2016
Check Name Against Terrorist Exclusion List?	Y	12/29/2004
Check Name Against List of Designated Foreign Terrorist Organizations?	Y	05/19/2016
Check Name Against List of Designated Charities and Potential Fundraising Front Organizations for FTOs?	Y	04/06/2016
Check Name Against Section 311 - Special Measures List?	Y	05/27/2016
Check Against High Risk Country List?	Y	

Name Match Result: << NO NAME MATCH FOUND >> << NO COUNTRY MATCH FOUND >>

Match Name/Country	Match Type	RC	Source	False Positive	Reason
--------------------	------------	----	--------	----------------	--------



[Print](#) | [View Information](#) | [Order Checks](#) | [New Inquiry](#) | [Logout](#) | [Contact Us](#) | [Help](#)

Transaction Type : QualiFile

Strategy : None Selected

Order Destination : Production

Primary

2 Last Inquiries

Business Information (As Entered)

Richmond Capital Group LLC
 Federal Tax ID: 46-3986019

125 Maiden Ln Ste 501
 New York, NY 10005

Country of Business:

Non FCRA

Identification Information

Federal Tax Id & Business Name Match: Yes

FraudFinderSM Detail

2000 Synergon, CHECK CASHING SERVICE

ChexSystems® History

Total Closures:	0	Total Purchased Debt:	0
Disputed:	0	Disputed:	0
Paid:	0	Paid:	0
Unpaid:	0	Unpaid:	0
Partially Paid:	0	Partially Paid:	0
Sold:	0	Sold:	0

Closure Details

No Closures Found

Purchased Debt Details

No Purchased Debt Found

Inquiry Details

Total Number of Inquiries: 2 Number of Inquiring FI's: 2

Inquiry Date	Business Name	Inquirer Name
03/27/2015	VICEROY CAPITAL FUNDING LLC	EMPIRE STATE BANK
11/02/2013	RICHMOND CAPITAL GROUP LLC	EMPIRE STATE BANK

Inquiry 1 of 2

Inquiry Date: 03/27/2015

Inquiry ID: 695370564

INQUIRY PERFORMED BY
 EMPIRE STATE BANK
 STATEN ISLAND OFFICE
 1361 NORTH RAILROAD AVE
 STATEN ISLAND, NY 10306

BUSINESS INQUIRED UPON
 46-3986019
 VICEROY CAPITAL FUNDING LLC
 04 Limited Liability Company (LLC)
 125 MAIDEN LN
 NEW YORK, NY 10038-4912

Inquiry 2 of 2

Inquiry Date: 11/02/2013

Inquiry ID: 624194301

PX35 - 391



[Print](#) | [View Information](#) | [Order Checks](#) | [New Inquiry](#) | [Logout](#) | [Contact Us](#) | [Help](#)

Transaction Type : QualFile

Strategy : None Selected

Order Destination : Production

[Business](#)

Consumer Information (As Entered)

Robert L Giardina
[REDACTED]
Staten Island, NY 10314

SSN/ITIN: [REDACTED]
DOB: [REDACTED]

Home Phone: (718)494-2499

Country of Citizenship:

Account Actions

Action: ACCEPT

Recommended Actions: OPEN ACCOUNT

Non FCRA

Identification Information

SSN Validation: BECAME AVAILABLE FOR ISSUANCE IN 1977 IN NY SSN:Y

ChexSystems® History

Total Closures: 0	Total Purchased Debt: 0
Disputed: 0	Disputed: 0
Paid: 0	Paid: 0
Unpaid: 0	Unpaid: 0
Partially Paid: 0	Partially Paid: 0
Sold: 0	Sold: 0

Closure Details

No Closures Found

Purchased Debt Details

No Purchased Debt Found

Inquiry Details

Total Number of Inquiries: 6 Number of Inquiring FI's: 2

Inquiry Date	Consumer Name	Inquirer Name
10/02/2015	ROBERT GIARDINA	EMPIRE STATE BANK
06/12/2015	ROBERT GIARDINA	EMPIRE STATE BANK
05/01/2015	ROBERT L GIARDINA	EMPIRE STATE BANK
02/25/2015	ROBERT L GIARDINA	EMPIRE STATE BANK
01/02/2015	ROBERT L GIARDINA	EMPIRE STATE BANK
10/16/2013	ROBERT L GIARDINA	EMPIRE STATE BANK

Inquiry 1 of 6

Inquiry Date: 10/02/2015

Inquiry ID: 730475508

INQUIRY PERFORMED BY
EMPIRE STATE BANK
STATEN ISLAND OFFICE
1361 NORTH RAILROAD AVE
STATEN ISLAND, NY 10306

CONSUMER INQUIRED UPON
[REDACTED]
ROBERT GIARDINA
[REDACTED]
STATEN ISLAND, NY 10314-6923

PX35 - 392

6/15/2016



Dear Valued Customer:

Thank you for opening an account with Empire State Bank. We are glad to have you as a customer and look forward to serving your financial needs.

Empire State Bank prides itself on providing excellent customer service and offering a comprehensive selection of products and services. We appreciate your business and look forward to the opportunity to help you build your empire!

If you should have any questions, please feel free to contact me at 718 351-0590.

Sincerely,

Theresa Pommerenk

AVP, Branch Manager
Empire State Bank



CHANGE OF ADDRESS REQUEST

Customer Name: Richmond Capital /RAMTIN: 46-3986019

Please note that a street address is required even if the change of address is requested to a PO Box.

OLD ADDRESS INFORMATION:

Old Street Address: _____

City

State

Zip Code

Old Mailing Address: 158 Portage Avenue

(If different than Street Address)

Staten Island

City

NY

State

10314

Zip Code

NEW ADDRESS & CONTACT INFORMATION:

New Street Address: _____

City

State

Zip Code

New Mailing Address: 1006 Monmouth Avenue

(If different than Street Address)

Lakewood

City

NJ

State

08701

Zip Code

New Phone Number: _____

☐ Home ☐ Cell ☐ Work ☐ Other

New Phone Number: _____

☐ Home ☐ Cell ☐ Work ☐ Other

New E-mail Address: _____

Addresses on all accounts will be changed unless the change should be limited to the account numbers listed below:

046

☒ Checking ☐ Savings ☐ CD ☐ Loan☐ Checking ☐ Savings ☐ CD ☐ Loan☐ Checking ☐ Savings ☐ CD ☐ Loan☐ Checking ☐ Savings ☐ CD ☐ Loan☐ Checking ☐ Savings ☐ CD ☐ Loan

I request the above changes be made to my customer information file:

Customer Signature: *Robert J. DeLuca*Date: 08/23/2016

Bank Use Only:

Processing Branch: 3Date Received: 08/23/2016Maintenance Processed By: K DeLucaDate Completed: 08/23/2016

Maintenance Reviewed By: _____

Date Reviewed: _____

**RAM****MERCHANT AGREEMENT**

Agreement dated August 23, 2016 between Ram Capital Funding LLC ("RCF") and the Merchant listed below ("MERCHANT")
 (Month) (Day) (Year)

MERCHANT INFORMATION

Merchant's Legal Name: _____
 D/B/A: _____ State of Incorporation / Organization: _____ Federal Tax ID _____
 Type of Entity (circle one) Corporation Limited Liability Company Limited Partnership Limited Liability Partnership Sole Proprietorship
 Physical Address: _____ City: _____ State: _____ Zip: _____
 Contact Name: _____ Contact Number: _____ Email: _____
 Mailing Address: _____ City: _____ State: _____ Zip: _____

PURCHASE AND SALE OF FUTURE RECEIVABLES

Merchant ("Merchant" or "Seller") hereby sells, assigns and transfers to RCF ("RCF" or "Buyer") (making RCF the absolute owner) in consideration of the funds provided ("Purchase Price") specified below, all of Merchant's future accounts, contract rights and other entitlements arising from or relating to the payment of monies from Merchant's customers' and/or other third party payors (the "Receipts" defined as all payments made by cash, check, electronic transfer or other form of monetary payment in the ordinary course of the Merchant's business), for the payments due to Merchant as a result of Merchant's sale of goods or services (the "Transactions") until the amount specified below (the "Purchased Amount") has been delivered by or on behalf of Merchant to RCF.

The Purchased Amount shall be paid to RCF by Merchant's irrevocably directing and authorizing that there be only one depositing bank account, which account must be acceptable to, and pre-approved by, RCF (the "Account") into which Merchant and Merchant's customers shall remit the percentage specified below (the "Specified Percentage") of the Merchant's settlement amounts due from each Transaction, until such time as RCF receives payment in full of the Purchased Amount. Merchant hereby authorizes RCF to ACH Debit the specified remittances from the merchant's Account on a daily basis and will provide RCF with all required access codes, and monthly bank statements. Merchant understands that it is responsible for ensuring that the specified percentage to be debited by RCF remains in the Account and will be held responsible for any fees incurred by RCF resulting from a rejected ACH attempt or an event of default. (See Appendix A) RCF is not responsible for any overdrafts or rejected transactions that may result from RCF's ACH debiting the specified amounts under the terms of this agreement. RCF will debit the specific daily amount each business day and upon receipt of the Merchant's monthly bank statements on or about the eighteenth day of each month reconcile the Merchant's Account by either crediting or debiting the difference from or back to the Merchant's Account so that the amount debited per month equals the specified percentage. RCF may, upon Merchant's request, adjust the amount of any payment due under this Agreement at RCF's sole discretion and as it deems appropriate. Notwithstanding anything to the contrary in this Agreement or any other agreement between RCF and Merchant, upon the violation of any provision contained in Section 1.11 of the MERCHANT AGREEMENT TERMS AND CONDITIONS or the occurrence of an Event of Default under Section 3 of the MERCHANT AGREEMENT TERMS AND CONDITIONS, the Specified Percentage shall equal 100%. A list of all fees applicable under this Agreement is contained in Appendix A.

Total Purchase Price: _____ Specified Percentage: 10 % Specific DAILY Amount: \$ _____ Total Purchased Amount: \$ _____

THE MERCHANT AGREEMENT TERMS AND CONDITIONS SET FORTH ON PAGE 2, THE "SECURITY AGREEMENT AND GUARANTY" AND THE "ADMINISTRATIVE FORM HEREOF, ARE ALL HEREBY INCORPORATED IN AND MADE A PART OF THIS MERCHANT AGREEMENT.

FOR THE MERCHANT (#1)

By _____
 (Print Name and Title)

(Signature)

Sign Here**FOR THE MERCHANT (#2)**

By _____
 (Print Name and Title)

(Signature)

Sign Here**OWNER #1**

By _____
 (Print Name)

(Signature)

Sign Here**OWNER #2**

By _____
 (Print Name)

(Signature)

Sign Here**RAM CAPITAL FUNDING, LLC**

By _____
 (Company Officer)

Sales Associate Name: _____
 (Signature)

Ram Capital Funding, LLC | 1006 Monmouth Ave | Lakewood | NJ 08701

TIN:

PX35 - 396

Empire State Bank-Customer Management - [Relationship Management Summary [Robert L. Giardina - 8637]]

Customer Management

Customer Search Customer Relations Auto Transfers Customer I.D. Sweeps Account List Contact History Post Account Transfers Account Profit EAM Work Back Office Documents Queues Sales What If? Favorites Preferences Application

Relationship Management Summary [Robert L. Giardina - 8637] > Customer Services > Authorized Users > Current Accounts >

Current Accounts - [Canyon Internet Banking]

Account	Nickname	Relationship	Signer
CK - 000200000926	JERSEY BOYZ OPERATING ACCT	Authorized Signer	Y
CK - 0002000005812	RCG NJ LLC	Authorized Signer	Y
CK - 000320006783	ROBERTS CHECKING	Primary	Y
CK - 000320011326	GIARDINA ASSET MGMT	Authorized Signer	Y
CK - 000320013299	RCG OPERATING	Authorized Signer	Y
CK - 000320013396	RCG FUNDING	Authorized Signer	Y
CK - 000320014708	IRON HORSE ASSET MGMT	Authorized Signer	Y
CK - 000320015089	REDZONE	Authorized Signer	Y
CK - 000320015950	SILICON FUNDING	Authorized Signer	Y
SV - 000330002432	RED ZONE BUS SVGS	Authorized Signer	Y
SV - 000330002141		Primary	Y
SV - 000330002877		Custodian	Y

12/2/2016 1:13 PM TFOUMWRE

12/2/2016

Close New Edit Retrieve

Theresa Pommerenk

From: Lisa Gariolo
Sent: Friday, December 02, 2016 2:01 PM
To: Theresa Pommerenk
Cc: Lisa Ricci; Bryan Lahey
Subject: RE: Cash Management Add on

I approve adding these additional accounts as per the customer's request.

Thanks,
Lisa

Lisa Gariolo
Empire State Bank

From: Theresa Pommerenk
Sent: Friday, December 02, 2016 1:54 PM
To: Lisa Gariolo
Cc: Lisa Ricci; Bryan Lahey
Subject: Cash Management Add on

Hi lisa

Attached is the Maintenance form for Rob Giardina, that we discussed he added more accounts to the Cash Management Agreement.

Thank you
Theresa

THIS EMAIL IS INTENDED ONLY FOR THE USE OF THE ADDRESSEE AND MAY CONTAIN CONFIDENTIAL AND/OR LEGALLY PRIVILEGED INFORMATION. IF YOU ARE NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY USE, REVIEW, RETRANSMISSION, DISSEMINATION, DISTRIBUTION, REPRODUCTION OR ANY ACTION TAKEN IN RELIANCE UPON THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU RECEIVE THIS TRANSMISSION IN ERROR, PLEASE CONTACT THE SENDER AND DELETE THE INFORMATION FROM ANY COMPUTER. ANY VIEWS EXPRESSED IN THIS MESSAGE ARE THOSE OF THE INDIVIDUAL SENDER AND MAY NOT NECESSARILY REFLECT THE VIEWS OF THE COMPANY. THIS EMAIL IS INTENDED ONLY FOR THE USE OF THE ADDRESSEE AND MAY CONTAIN CONFIDENTIAL AND/OR LEGALLY PRIVILEGED INFORMATION. IF YOU ARE NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY USE, REVIEW, RETRANSMISSION, DISSEMINATION, DISTRIBUTION, REPRODUCTION OR ANY ACTION TAKEN IN RELIANCE UPON THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU RECEIVE THIS TRANSMISSION IN ERROR, PLEASE CONTACT THE SENDER AND DELETE THE INFORMATION FROM ANY COMPUTER. ANY VIEWS EXPRESSED IN THIS MESSAGE ARE THOSE OF THE INDIVIDUAL SENDER AND MAY NOT NECESSARILY REFLECT THE VIEWS OF THE COMPANY.



Authorization Agreement for ACH Transactions

☒ New Authorization ☐ Change Existing Authorization ☐ Cancel Authorization

(Minimum of 3 business days notice required for changes or cancellations to recurring payments or to initiate a one-time origination)

ESB Account Name: Richmond Capital Group LLC

ESB Account Number: [REDACTED] 3299 **Type of Account:** (check one) ☒ Checking ☐ Savings

Type of Transaction: (check one) ☒ Deposit / Payment ☐ Withdrawal

Contact Phone: (917) 838-9162

Fax Number:

Email Address: rgiardina@richmondcapitalgroup.com

FINANCIAL INFORMATION: (Not Empire State Bank)

Customer named above must be on this account for withdrawal transactions

** ATTACH VOIDED CHECK **

Financial Institution: Wells Fargo

Routing Number: [REDACTED]

Account Number: [REDACTED]

Name on Account: Malex LLC

Type of Account: (check one) ☒ Checking ☐ Savings

Type of Transaction: (check one) ☐ Deposit / Payment ☒ Withdrawal

PROCESSING INFORMATION:

Transaction Frequency: ☐ Weekly ☐ Bi-Weekly ☐ Monthly ☒ One-Time

Amount of Transaction(s): \$ 20,000.00 - OR - **Percentage of Account Balance:** _____ %

Transaction(s) is to be conducted on the 22 **day(s) of the month, beginning in the month of**
January 2018 . (\$5,000.00 maximum aggregate per business day per account)

If transaction date(s) falls on a weekend or holiday, ☒ The business day prior to weekend/holiday
transaction is to be conducted on: (check one) ☐ The business day following weekend/holiday

For semi-monthly transactions, please indicate the dates: _____

I/We authorize Empire State Bank to make entries in the form of ACH transfers or other automatic transfers to the account identified above, for the purpose of completing the transfers described above. This authority will remain in effect until I/we notify either financial institution, in writing or via telephone, to cancel the authorization in such time to allow the financial institution an opportunity to act on it. I/We acknowledge that the origination of ACH transactions to/from my/our account must comply with the provisions of U.S. law and the operating rules of the National Automated Clearing House Association (NACHA). I/We further acknowledge receiving a copy of this authorization.

Robert Giardina

Print Customer Name (and Title if applicable)

X [Signature]
Customer Signature

01/22/2018

Date

X

Print Customer Name (and Title if applicable)

Customer Signature

Date

Bank Use Only:

Branch: 3	Rec'd By: T Pommerenk	Date Received: 1/22/2018	
ACH Entered By: T Pommerenk		Date Completed: 1/22/2018	
ACH Reviewed By: <u>[Signature]</u>		Date Reviewed: 1/22/18	

Empire State Bank Customer Management - Relationship Management Summary (Richmond Capital Group LLC - 53741)

Customer Management: Customer, Transfers, Auto Transfers, ID, AccountList, ContactHistory, Sweeps, Account, Balance, Account, Profit, EAM, Back, Office, % Indexes, What If?, Favorites, Sales, Preferences, Application, Exit

Relationship Management Summary (Richmond Capital Group LLC - 53741) > Auto Transfers > Edit Existing Single Transfer >

Edit Existing Single Transfer

Auto Transfer Information

Transfer Information

Description: Malex LLC

Amount: \$20,000.00

Next Transfer Date: 1/22/2018

Transfer To Type: Current

Transfer To Account: Account

Transfer To Expiration: 1/22/2018

Hold Funds During Origination

From Account Information

From Account: IDDA

From Account Name: MALEX LLC

From Account ID: 5677777359

From Account Description: 27 - RCH IDDA Payment to RCG

From Account Effective: 1/22/2018

SEC Code: PPD

Balance Type: Current

Transfer To Type: Account

Transfer To Expiration: 1/22/2018

Hold Funds During Check Issuance

To Account Information

To Account: CK

To Account Name: Richmond Capital Group LLC

To Account ID: 102 - Transfer Deposit from Malex LLC

To Account Description: 102 - Transfer Deposit from Malex LLC

To Account Effective: 1/22/2018

SEC Code: [REDACTED]

Status: Active

Action: Save, Add Next, Close, Get Recp., Get Recp., Get Recp., Get Recp.

1/22/2018 4:10 PM



- * Receive up to \$1,000,000 per location
- * No application fees
- * No commitment for inquiry
- * High approval rate
- * Receive funds in 2-4 hours

Best regards

Joe Dasilva

**Funding Specialist
Senior Account Manager**

Empire State Bank
Written Statement of Unauthorized Debit (WSUD)
 An Affidavit of Unauthorized/Improper ACH Debit

State of: New YorkCounty of: Richmond

In order to process your request, the following must be completed.

I, Rob Giardina for Richmond Capital, state that I have examined the attached statement (or other notification) from Empire State Bank indicating that an ACH debit entry was charged to my account number: ██████████ 3396, on December 26, 20 17 in the amount of \$ 3607.80, and that debit was unauthorized or improper.

An **unauthorized** debit (with the exception of TEL entries) means an electronic funds transfer from a consumer's account initiated by a person who was not authorized by the consumer, via a writing that was either signed or similarly authenticated, to initiate the transfer. With respect to TEL entries, an unauthorized debit means an electronic fund transfer from a consumer's account initiated by a person who was not authorized by the consumer, via an oral authorization, to initiate the transfer. An electronic funds transfer in an amount greater than that authorized by the consumer or that results in a debit to the consumer's account earlier than that authorized by the consumer also is an unauthorized debit. An unauthorized debit does not include an electronic fund transfer initiated with fraudulent intent by the consumer or any person acting in concert with the consumer. An **improper** debit means a Re-presented Check Entry (RCK), Point of Purchase (POP), or Accounts Receivable Entry (ARC) that meets the criteria described in Section II below.

I. For **unauthorized entries** (ACH Items), I further state that: *(check one)*

- ☒ I did not authorize, and have not ever authorized, Best Buy (Company Name) to originate one or more ACH entries to debit funds from any account at Empire State Bank.
- ☐ I authorized _____ (Company Name) to originate one or more ACH entries to debit funds from my account, but on _____, 20____ I revoked that authorization by notifying _____ (Company Name) in the manner specified in the authorization _____.
- ☐ I authorized _____ (Company Name) to originate one or more ACH entries to debit funds from an account at Empire State Bank but
- ☐ the amount debited exceeds the amount I authorized to be debited. The amount I authorized is \$ _____
- OR
- ☐ the debit was made to my account on a date earlier than the date on which I authorized the debit to occur. I authorized the debit to be made to my account on or no earlier than _____, 20____

II. For **improper entries** (Electronic Checks), I further state that: *(check one)*

• for **RCK entries**:

- ☐ the item to which the entry relates is ineligible to be initiated as an RCK entry;
- ☐ the required notice stating the terms of the re-presented check entry policy was not provided by the Originator in accordance with the requirements of the **NACHA Operating Rules**;
- ☐ all signatures on the item to which the RCK entry relates are not authentic or authorized, or the item has been altered;
- ☐ the amount of the RCK entry was not accurately obtained from the item; or
- ☐ both the RCK entry and the item to which the RCK entry relates have been presented for payment.

• for **ARC entries**:

- ☐ notice was not provided by the Originator in accordance with the requirements of the **NACHA Operating Rules**;
- ☐ the source document used for the debit entry is improper;
- ☐ both the source document and the ARC entry to which it relates have been presented for payment; or
- ☐ the amount of the ARC entry was not accurately obtained from the source document.

• for **POP entries**:

- ☐ the debit entry for which the Receiver is seeking recredit was not authorized by the Receiver;
- ☐ the source document used for the debit entry is improper; or
- ☐ both the source document and the POP entry to which it relates have been presented for payment.

III. For **Incomplete Transaction to a Consumer Account** (ACH return code R10):

- ☐ For the wrong amount involving any ARC, BOC, or POP entry.

I am an authorized signer, or otherwise have authority to act, on the account identified in the statement. I attest that the debit above was not originated with fraudulent intent by me or any other person acting in concert with me.

I have read this statement in its entirety and attest that the information provided on this statement is true and correct.

Robert Diardina
Signature

12/26/2017 Staten Island, NY 10306
Date and Place

Branch : 3

Completed By (Bank Employee): Kathie DeLuca

Empire State Bank
68 North Plank Road
Newburgh NY 12550

STOP PAYMENT ORDER REQUEST

12/26/2017
DPN06000

(845) 561-0003

Account: CK- [REDACTED] 13396
Stop Type: ACH
Payee/Description: 132521166694869 - Best Buy
ACH Stop Pmt. Option: All
Company ID: 09140968
ACH Stop Reason: N/A

Date Issued: N/A
From Check No.: N/A
To Check No.: N/A
From Amount: \$3,607.80
To Amount: \$3,607.80
Date Accepted: 12/26/2017
Expiration Date: 06/27/2018
Service Charge:
Charge Account: CK-000320013396
Taken By: Kathleen Deluca

RICHMOND CAPITAL GROUP LLC
C/O ROBERT GIARDINA
158 PORTAGE AVE
STATEN ISLAND NY 10314

Reviewed by  12/26/17

Dear Customer,

Please verify the information for your stop payment order request on account CK-000320013396. To confirm the request, print your name, sign and return the bottom portion of this Stop Payment Order Request by 01/09/2018.

- 1. Item Description.** I, the accountholder identified above, hereby order you, the financial institution identified above, to stop payment on the check or automated clearing house/pre-authorized electronic funds transfer ('ACH/EFT') described above. I warrant that the information describing the check or ACH/EFT, as applicable, is accurate and correct, including the date, debit date, the amount, the number of the check and the payee (i.e., the party receiving the check or ACH/EFT). I understand that the EXACT amount of the check or ACH/EFT is necessary for you to stop payment. If I give you the incorrect amount or any other incorrect information, you will not be responsible for failing to stop payment on the check or ACH/EFT.
- 2. Agreement.** For check stop payment orders, I agree that unless my stop payment order is received by you within a reasonable time for you to act on my order prior to final payment of the check by you, you will not be responsible for stopping payment. I agree that I may not stop payment on any cashier's check, certified check or other official institution check I have purchased from you, or any check of which you have guaranteed. I understand that my stop payment request is conditional and subject to your verification that the check has not already been paid or that some other action to pay the check has not been taken by you.
For ACH/EFT stop payment orders, I agree that unless my stop payment order is received by you at least three (3) business days preceding the scheduled date of the pre-authorized ACH/EFT, you will not be responsible for stopping payment. I agree that I may not stop payment on any point-of-sale ACH/EFT transfer. For any other single entry ACH/EFT, I understand and agree that I must contact you at such time and in such manner as to allow you a reasonable opportunity to act upon my stop payment order.
- 3. Duration.** For checks and non-consumer ACH/EFT stop payment orders, the order is effective only against the check or ACH/EFT that is identified above. A stop payment order will lapse automatically after 14 calendar days if the order was verbal and has not been confirmed by me in writing during that period. A written stop payment order is effective for six (6) months only and will expire automatically at that time unless I have specifically renewed it in writing prior to expiration.
For consumer ACH/EFT stop payment orders, the order is effective to cancel or revoke authorization for all future ACH/EFT transfers to the Payee identified above occurring on that same ACH Debit Date and in that exact amount. A stop payment order against a consumer ACH/EFT is effective until the earlier of: (i) my withdrawal of the stop payment order, or (ii) all such debit entries are returned. You may require written confirmation of a verbal stop payment request against an ACH/EFT within 14 calendar days. Additionally, if I request you to stop all future payments pursuant to a specific ACH/EFT authorization involving a particular party, you may require confirmation in writing that I have revoked that authorization.
- 4. Fees.** I agree to pay a service charge for this stop payment order in the amount identified above. Unless otherwise agreed, you are authorized to charge this service charge to the Account identified above.
- 5. Indemnification.** I agree to indemnify, defend and hold you harmless against all costs, including attorney's fees, actions, damages, or claims related to, or arising from, your action in refusing payment on the check or ACH/EFT, including claims of any joint depositor, payee, or any other party having an interest in the check or ACH/EFT, or in failing to stop payment of a check or ACH/EFT as a result of incorrect information provided by me. I also agree to notify you promptly upon the issuance of any duplicate check which replaces the check subject to this order or upon return of the original check.

Please contact us at (845) 561-0003 concerning questions or regarding any incorrect information on this notice.

RICHMOND CAPITAL GROUP LLC
C/O ROBERT GIARDINA
158 PORTAGE AVE
STATEN ISLAND NY 10314

STOP PAYMENT ORDER REQUEST - RETURN COPY

12/26/2017
DPN06000

Dear Customer,
To confirm the request, print your name, sign and return this copy
of the Stop Payment Order Request by 01/09/2018.

Name: Robert Giardina (please print)
Signature: Robert Giardina 12/26/2016

Empire State Bank
68 North Plank Road
Newburgh NY 12550

Account: CK-0 [REDACTED] 396
Stop Type: ACH

Payee/Description: 132521166694869 - Best Buy

Company ID: 09140968

ACH Stop Reason: N/A

Date Issued: N/A

From Check No.: N/A

To Check No.: N/A

From Amount: \$3,607.80

To Amount: \$3,607.80

Date Accepted: 12/26/2017

Expiration Date: 06/27/2018

Service Charge:

Taken By: Kathleen Deluca

Empire State Bank
68 North Plank Road
Newburgh NY 12550

STOP PAYMENT ORDER REQUEST

12/26/2017
DPN06000

(845) 561-0003

Account:
Stop Type:
Payee/Description:
ACH Stop Pmt. Option:
Company ID:
ACH Stop Reason:

CK- [REDACTED] 396
ACH
132521166694869 - Best Buy
All
09140968
N/A

Date Issued: N/A
From Check No.: N/A
To Check No.: N/A
From Amount: \$3,607.80
To Amount: \$3,607.80
Date Accepted: 12/26/2017
Expiration Date: 06/27/2018
Service Charge:
Charge Account:
Taken By: CK-000320013396
Kathleen Deluca

RICHMOND CAPITAL GROUP LLC
C/O ROBERT GIARDINA
158 PORTAGE AVE
STATEN ISLAND NY 10314

K. Williams 12/26/17

Dear Customer,

Please verify the information for your stop payment order request on account CK-000320013396. To confirm the request, print your name, sign and return the bottom portion of this Stop Payment Order Request by 01/09/2018.

- 1. Item Description.** I, the accountholder identified above, hereby order you, the financial institution identified above, to stop payment on the check or automated clearing house/pre-authorized electronic funds transfer ('ACH/EFT') described above. I warrant that the information describing the check or ACH/EFT, as applicable, is accurate and correct, including the date, debit date, the amount, the number of the check and the payee (i.e., the party receiving the check or ACH/EFT). I understand that the EXACT amount of the check or ACH/EFT is necessary for you to stop payment. If I give you the incorrect amount or any other incorrect information, you will not be responsible for failing to stop payment on the check or ACH/EFT.
- 2. Agreement.** For check stop payment orders, I agree that unless my stop payment order is received by you within a reasonable time for you to act on my order prior to final payment of the check by you, you will not be responsible for stopping payment. I agree that I may not stop payment on any cashier's check, certified check or other official institution check I have purchased from you, or any check of which you have guaranteed. I understand that my stop payment request is conditional and subject to your verification that the check has not already been paid or that some other action to pay the check has not been taken by you.
For ACH/EFT stop payment orders, I agree that unless my stop payment order is received by you at least three (3) business days preceding the scheduled date of the pre-authorized ACH/EFT, you will not be responsible for stopping payment. I agree that I may not stop payment on any point-of-sale ACH/EFT transfer. For any other single entry ACH/EFT, I understand and agree that I must contact you at such time and in such manner as to allow you a reasonable opportunity to act upon my stop payment order.
- 3. Duration.** For checks and non-consumer ACH/EFT stop payment orders, the order is effective only against the check or ACH/EFT that is identified above. A stop payment order will lapse automatically after 14 calendar days if the order was verbal and has not been confirmed by me in writing during that period. A written stop payment order is effective for six (6) months only and will expire automatically at that time unless I have specifically renewed it in writing prior to expiration.
For consumer ACH/EFT stop payment orders, the order is effective to cancel or revoke authorization for all future ACH/EFT transfers to the Payee identified above occurring on that same ACH Debit Date and in that exact amount. A stop payment order against a consumer ACH/EFT is effective until the earlier of: (i) my withdrawal of the stop payment order, or (ii) all such debit entries are returned. You may require written confirmation of a verbal stop payment request against an ACH/EFT within 14 calendar days. Additionally, if I request you to stop all future payments pursuant to a specific ACH/EFT authorization involving a particular party, you may require confirmation in writing that I have revoked that authorization.
- 4. Fees.** I agree to pay a service charge for this stop payment order in the amount identified above. Unless otherwise agreed, you are authorized to charge this service charge to the Account identified above.
- 5. Indemnification.** I agree to indemnify, defend and hold you harmless against all costs, including attorney's fees, actions, damages, or claims related to, or arising from, your action in refusing payment on the check or ACH/EFT, including claims of any joint depositor, payee, or any other party having an interest in the check or ACH/EFT, or in failing to stop payment of a check or ACH/EFT as a result of incorrect information provided by me. I also agree to notify you promptly upon the issuance of any duplicate check which replaces the check subject to this order or upon return of the original check.

Please contact us at (845) 561-0003 concerning questions or regarding any incorrect information on this notice.

RICHMOND CAPITAL GROUP LLC
C/O ROBERT GIARDINA
158 PORTAGE AVE
STATEN ISLAND NY 10314

STOP PAYMENT ORDER REQUEST - RETURN COPY

12/26/2017
DPN06000

Dear Customer,
To confirm the request, print your name, sign and return this copy
of the Stop Payment Order Request by 01/09/2018.

Name: Robert Giardina
(please print)

Signature

Robert Giardina
12/26/2017

Empire State Bank
68 North Plank Road
Newburgh NY 12550

Account: CK: [REDACTED] 8396
Stop Type: ACH
Payee/Description: 132521166694869 - Best Buy
Company ID: 09140960
ACH Stop Reason: N/A
Date Issued: N/A
From Check No.: N/A
To Check No.: N/A
From Amount: \$3,607.80
To Amount: \$3,607.80
Date Accepted: 12/26/2017
Expiration Date: 06/27/2018
Service Charge:
Taken By: Kathleen Deluca

Empire State Bank-Customer Management

Customer Management

Customer Search Customer Relations Auto Transfers Account List

Contact History Sweeps Account List

Profit EAM

Work Flow Back Office % Indexes

What If? Sales Email

Relationship Management Summary [Richmond Capital Group LLC - 5374]

Relationship Management Summary [Richmond Capital Group LLC - 5374] > Restrictions >

Restrictions [CK - 396]

Restriction Information

☒ Stop Payment and Other ☐ Hard Hold ☐ Transaction Hold ☐ Preauth Tran Hold ☐ Include Closed and Expired Restrictions

Type	Effective	Description	Amount	Preauth Tran Hold	Assoc Holds	Issued Date	Serial #	Expiration	Status	Location
Stop	12/26/2017	132521166694869 - Best Buy	\$3,607.80	No				6/27/2018	Active	

Hold Totals

Hard Holds: \$0.00 Tran Holds: \$0.00

Preauth Tran Holds: \$0.00 Total Holds: \$0.00

Windows Taskbar: Internet Explorer, Word, Outlook, PowerPoint, Access, Excel, Photoshop, PDF Reader



CASH MANAGEMENT USER ACCESS FORM

To be completed for each Cash Management sub-user.

☒ ADD ☐ CHANGE ☐ DELETE

BUSINESS INFORMATION:			
Business Name: <u>RICHMOND CAPITAL GROUP LLC</u>			
Online Banking Administrator: <u>ROBERT GIARDINA</u>		Phone No: <u>917-838-9162</u>	
USER INFORMATION & ACCESS:			
User Name: <u>Nichelle</u> <u>GREGG</u> User ID: <u>MGREGG</u>			
Account Number: <u>[REDACTED] 3046</u>	<input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings		
Access Requested: (check all that apply)	<input checked="" type="checkbox"/> Account Inquiry <input type="checkbox"/> Stop Payments <input type="checkbox"/> Statements <input type="checkbox"/> Transfers: <input type="checkbox"/> Internal (between ESB accounts) <input type="checkbox"/> External (to/from other bank accounts) <input type="checkbox"/> Wire Transfers: <input type="checkbox"/> Originate <input type="checkbox"/> Approve		
<input type="checkbox"/> ACH Payroll: <input type="checkbox"/> Originate/Edit batches <input type="checkbox"/> Approve <input type="checkbox"/> Add/Edit Recipients	Trans Limit: \$ _____		
<input type="checkbox"/> ACH Other: <input type="checkbox"/> Originate/Edit batches <input type="checkbox"/> Approve <input type="checkbox"/> Add/Edit Recipients	Trans Limit: \$ _____		
Account Number: <u>[REDACTED] 3297</u> <input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings			
Access Requested: (check all that apply)	<input type="checkbox"/> Account Inquiry <input type="checkbox"/> Stop Payments <input type="checkbox"/> Statements <input type="checkbox"/> Transfers: <input type="checkbox"/> Internal (between ESB accounts) <input type="checkbox"/> External (to/from other bank accounts) <input type="checkbox"/> Wire Transfers: <input type="checkbox"/> Originate <input type="checkbox"/> Approve		
<input type="checkbox"/> ACH Payroll: <input type="checkbox"/> Originate/Edit batches <input type="checkbox"/> Approve <input type="checkbox"/> Add/Edit Recipients	Trans Limit: \$ _____		
<input type="checkbox"/> ACH Other: <input type="checkbox"/> Originate/Edit batches <input type="checkbox"/> Approve <input type="checkbox"/> Add/Edit Recipients	Trans Limit: \$ _____		
Account Number: <u>[REDACTED] 3396</u> <input type="checkbox"/> Checking <input type="checkbox"/> Savings			
Access Requested: (check all that apply)	<input type="checkbox"/> Account Inquiry <input type="checkbox"/> Stop Payments <input type="checkbox"/> Statements <input type="checkbox"/> Transfers: <input type="checkbox"/> Internal (between ESB accounts) <input type="checkbox"/> External (to/from other bank accounts) <input type="checkbox"/> Wire Transfers: <input type="checkbox"/> Originate <input type="checkbox"/> Approve		
<input type="checkbox"/> ACH Payroll: <input type="checkbox"/> Originate/Edit batches <input type="checkbox"/> Approve <input type="checkbox"/> Add/Edit Recipients	Trans Limit: \$ _____		
<input type="checkbox"/> ACH Other: <input type="checkbox"/> Originate/Edit batches <input type="checkbox"/> Approve <input type="checkbox"/> Add/Edit Recipients	Trans Limit: \$ _____		
Account Number: <u>[REDACTED] 4953</u> <input type="checkbox"/> Checking <input type="checkbox"/> Savings			
Access Requested: (check all that apply)	<input type="checkbox"/> Account Inquiry <input type="checkbox"/> Stop Payments <input type="checkbox"/> Statements <input type="checkbox"/> Transfers: <input type="checkbox"/> Internal (between ESB accounts) <input type="checkbox"/> External (to/from other bank accounts) <input type="checkbox"/> Wire Transfers: <input type="checkbox"/> Originate <input type="checkbox"/> Approve		
<input type="checkbox"/> ACH Payroll: <input type="checkbox"/> Originate/Edit batches <input type="checkbox"/> Approve <input type="checkbox"/> Add/Edit Recipients	Trans Limit: \$ _____		
<input type="checkbox"/> ACH Other: <input type="checkbox"/> Originate/Edit batches <input type="checkbox"/> Approve <input type="checkbox"/> Add/Edit Recipients	Trans Limit: \$ _____		
Account Number: <u>[REDACTED]</u> <input type="checkbox"/> Checking <input type="checkbox"/> Savings			
Access Requested: (check all that apply)	<input type="checkbox"/> Account Inquiry <input type="checkbox"/> Stop Payments <input type="checkbox"/> Statements <input type="checkbox"/> Transfers: <input type="checkbox"/> Internal (between ESB accounts) <input type="checkbox"/> External (to/from other bank accounts) <input type="checkbox"/> Wire Transfers: <input type="checkbox"/> Originate <input type="checkbox"/> Approve		
<input type="checkbox"/> ACH Payroll: <input type="checkbox"/> Originate/Edit batches <input type="checkbox"/> Approve <input type="checkbox"/> Add/Edit Recipients	Trans Limit: \$ _____		
<input type="checkbox"/> ACH Other: <input type="checkbox"/> Originate/Edit batches <input type="checkbox"/> Approve <input type="checkbox"/> Add/Edit Recipients	Trans Limit: \$ _____		

Inqul only

I authorize/request Empire State Bank to provide the above indicated access to the sub-user named above.

Authorized Signature: [Signature]
(Primary Administrator)Date: 8-9-18

Bank Use Only:			
Maintenance Processed By: _____	(Print Name)	(Signature)	(Date)
Maintenance Reviewed By: _____	(Print Name)	(Signature)	(Date)



CASH MANAGEMENT USER ACCESS FORM

To be completed for each Cash Management sub-user.

☒ ADD ☐ CHANGE ☐ DELETE

BUSINESS INFORMATION:

Business Name: Richmond CAPITAL GROUP LLC
 Online Banking Administrator: ROBERT GIARDINA Phone No: 917-838-9162

USER INFORMATION & ACCESS:

User Name: Nichelle GREGG User ID: MGREGG
First MI Last

Account Number: _____
 Access Requested: ☐ Account Inquiry ☐ Stop Payments ☐ Statements ☐ Checking ☐ Savings
 (check all that apply) ☐ **Transfers:** ☐ Internal (between ESB accounts) ☐ External (to/from other bank accounts)
☐ **Wire Transfers:** ☐ Originate ☐ Approve
☐ **ACH Payroll:** ☐ Originate/Edit batches ☐ Approve ☐ Add/Edit Recipients Trans Limit: \$
☐ **ACH Other:** ☐ Originate/Edit batches ☐ Approve ☐ Add/Edit Recipients Trans Limit: \$

Account Number: _____
 Access Requested: ☐ Account Inquiry ☐ Stop Payments ☐ Statements ☐ Checking ☐ Savings
 (check all that apply) ☐ **Transfers:** ☐ Internal (between ESB accounts) ☐ External (to/from other bank accounts)
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Account Number: _____
 Access Requested: ☐ Account Inquiry ☐ Stop Payments ☐ Statements ☐ Checking ☐ Savings
 (check all that apply) ☐ **Transfers:** ☐ Internal (between ESB accounts) ☐ External (to/from other bank accounts)
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☐ **ACH Other:** ☐ Originate/Edit batches ☐ Approve ☐ Add/Edit Recipients Trans Limit: \$

I authorize/request Empire State Bank to provide the above indicated access to the sub-user named above.

Authorized Signature: *Robert Giardina* Date: 8-9-18
(Primary Administrator)

Bank Use Only:

Maintenance Processed By: _____
(Print Name) (Signature) (Date)
 Maintenance Reviewed By: _____
(Print Name) (Signature) (Date)

PX35 - 410

ATTACHMENT N

CERTIFICATION OF RECORDS OF REGULARLY CONDUCTED ACTIVITY
Pursuant to 28 U.S.C. § 1746

1. I, Annamarie CDwyer, have personal knowledge of the facts set forth below and am competent to testify as follows:
2. I have authority to certify the authenticity of the records produced **Empire State Bank** (the "Company") and attached hereto.
3. The documents produced and attached hereto by the Company are originals or true copies of records of regularly conducted activity that:
 - a) Were made at or near the time of the occurrence of the matters set forth by, or from information transmitted by, a person with knowledge of those matters;
 - b) Were kept in the course of the regularly conducted activity of the Company; and
 - c) Were made by the regularly conducted activity as a regular practice of the Company.

I certify under penalty of perjury that the foregoing is true and correct.

Date: 5/8/2019

Annamarie CDwyer
Signature